

U.S. ENVIRONMENTAL PROTECTION AGENCY  
 POLLUTION/SITUATION REPORT  
 VCC Rome - Removal Polrep  
 Final Removal Polrep



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
 Region IV

**Subject:** POLREP #5  
 Final PolRep - Removal Completed on Kellogg Property  
 VCC Rome  
 B417  
 Rome, GA  
 Latitude: 34.2082000 Longitude: -85.1793000

**To:** Jim McGuire, USEPA R4 ERRB

**From:** Alyssa Hughes, OSC

**Date:** 9/4/2012

**Reporting Period:** 5/1/2012 - 9/1/2012

**1. Introduction**

**1.1 Background**

<b>Site Number:</b>	B417	<b>Contract Number:</b>	
<b>D.O. Number:</b>		<b>Action Memo Date:</b>	3/23/2011
<b>Response Authority:</b>	CERCLA	<b>Response Type:</b>	Time-Critical
<b>Response Lead:</b>	PRP	<b>Incident Category:</b>	Removal Action
<b>NPL Status:</b>	Non NPL	<b>Operable Unit:</b>	
<b>Mobilization Date:</b>	11/14/2011	<b>Start Date:</b>	
<b>Demob Date:</b>	4/6/2012	<b>Completion Date:</b>	8/31/2012
<b>CERCLIS ID:</b>	GAN000410416	<b>RCRIS ID:</b>	
<b>ERNS No.:</b>		<b>State Notification:</b>	
<b>FPN#:</b>		<b>Reimbursable Account #:</b>	

**1.1.1 Incident Category**

**1.1.2 Site Description**

The Site is the location of a complete fertilizer production plant. Fertilizer manufacturing began at the Site prior to 1893 (as the Rome Chemical works) and continued until sometime in the 1960's. A review of historical Sanborn maps provides the layout and components of the fertilizer plant. The Site consists of approximately 20.33 acres of land formerly owned by VCC-2. The buildings associated with the facility were located on the western portion of the property on about 8 acres along the Southern Railroad (currently Norfolk Southern) right-of-way. The Site also includes 12 acres of land between the former plant and Old Lindale Road. Based on available historical information, the plant features appear to have been removed sometime prior to 1972.

ExxonMobil Oil Corporation has come forth as the corporate successor of this and other VCC sites throughout Region 4. On October 6, 2011, EPA and ExxonMobil entered into an AOC to commence site cleanup. ExxonMobil Environmental Services (EMES) Division will perform the cleanup.

**2. Current Activities**

**2.1 Operations Section**

### 2.1.1 Current Activities

On June 15 ExxonMobil obtained access from Kellogg after extended negotiations. Kellogg was requesting EMES to remove the parcel in the grassy area on the northeast side of the property. In the original report, this area incorrectly identified surface soil down to 0.5' as exceeding the removal action levels. This was an editorial error in which the accurate data presented in the table, was not transmitted to the figure depicting the property. In addition to this area, Kellogg also requested that EMES excavate a clean corridor from the main building to the guard house. The corridor would be defined as the top 2' above the utility line, and 2' to each side of the line. XOM contended that since, according to Kellogg, the utility lines are within the top 2', this would be equivalent to removing clean soil just to replace it with clean soil. In addition, subsurface cleaning procedures require that no work should take place within 2' on each side of a utility line. Given this reasoning, Kellogg accepted that the development of a clean corridor was unnecessary.

Following that discussion, Kellogg agreed to grant access to EMES on the condition that additional sampling would be conducted in the parcel to the northeast of the building. Kellogg claimed that even with the correction, there was insufficient data to conclude that soils in this area did not exceed the RALs. In order to allay Kelloggs concerns, EMES agreed to conduct additional sampling in this area. Access was granted in June. These supplemental sampling activities were planned for July. Sampling activities took place in July and results indicated that none of the samples exceeded the RALs. Given this information, Kellogg agreed to allowing EMES to conduct the excavation in the properties adjacent to the parking lot to the west of the main building.

In August, soil removal was completed at the Kellogg property. With the excavation of these remaining parcels, the VCC Rome removal action is complete.

### 2.1.2 Activities During the Next Reporting Period

No remaining activities.

### DISPOSITION OF WASTE

	Medium	Quantity	Manifest #	Tonnage	Disposal
senic 2008)	Soil	23,449 cubic yards	unknown	39,863 tons	Waste Management, Inc.Homer, GA

## 2.2 Planning Section

### 2.2.1 Anticipated Activities

No further activities are anticipated.

## 2.3 Logistics Section

No information available at this time.

## 2.4 Finance Section

### 2.4.1 Narrative

This is an enforcement lead removal action conducting under an Administrative Order on Consent with XOM.

## 2.5 Other Command Staff

No information available at this time.

## 3. Participating Entities

Exxon Mobil  
US EPA

## 4. Personnel On Site

None

## 5. Definition of Terms

No information available at this time.

## 6. Additional sources of information

No information available at this time.

## 7. Situational Reference Materials

No information available at this time.

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U.S. ENVIRONMENTAL PROTECTION AGENCY  
POLLUTION/SITUATION REPORT  
VCC Rome - Removal Polrep



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region IV

**Subject:** POLREP #4  
Restoration Activities Complete  
VCC Rome  
B417  
Rome, GA  
Latitude: 34.2082000 Longitude: -85.1793000

**To:** Jim McGuire, USEPA R4 ERRB

**From:** Alyssa Hughes, OSC

**Date:** 4/18/2012

**Reporting Period:** 1/25/12 - 4/8/12

**1. Introduction**

**1.1 Background**

<b>Site Number:</b>	B417	<b>Contract Number:</b>	
<b>D.O. Number:</b>		<b>Action Memo Date:</b>	
<b>Response Authority:</b>	CERCLA	<b>Response Type:</b>	Time-Critical
<b>Response Lead:</b>	PRP	<b>Incident Category:</b>	Removal Action
<b>NPL Status:</b>	Non NPL	<b>Operable Unit:</b>	
<b>Mobilization Date:</b>	11/14/2011	<b>Start Date:</b>	
<b>Demob Date:</b>	4/6/2012	<b>Completion Date:</b>	
<b>CERCLIS ID:</b>		<b>RCRIS ID:</b>	
<b>ERNS No.:</b>		<b>State Notification:</b>	
<b>FPN#:</b>		<b>Reimbursable Account #:</b>	

**1.1.1 Incident Category**

**1.1.2 Site Description**

The Site is the location of a complete fertilizer production plant. Fertilizer manufacturing began at the Site prior to 1893 (as the Rome Chemical works) and continued until sometime in the 1960's. A review of historical Sanborn maps provides the layout and components of the fertilizer plant. The Site consists of approximately 20.33 acres of land formerly owned by VCC-2. The buildings associated with the facility were located on the western portion of the property on about 8 acres along the Southern Railroad (currently Norfolk Southern) right-of-way. The Site also includes 12 acres of land between the former plant and Old Lindale Road. Based on available historical information, the plant features appear to have been removed sometime prior to 1972.

ExxonMobil Oil Corporation has come forth as the corporate successor of this and other VCC sites throughout Region 4. On October 6, 2011, EPA and ExxonMobil entered into an AOC to commence site cleanup. ExxonMobil Environmental Services (EMES) Division will perform the cleanup.

## **2. Current Activities**

### **2.1 Operations Section**

#### **2.1.1 Current Activities**

ExxonMobil's engineering contractor, Arcadis, and removal contractor, ENTACT, completed removal activities on-site, with the exception of the parcels on Kellogg's property. A total of 38,900 tons of material was excavated and transported off-site. This material was classified as non-hazardous, some required stabilization, and was disposed of at the Waste Management facility in Homer, GA, a subtitle D landfill. Excavation activities were completed on March 9. Restoration activities were completed on April 6.

The following activities have been completed:

- Removal of all impacted soil in accordance with the removal action work plan, excluding parcels 14 and 48 located on the Kellogg property
- Treatment of material requiring stabilization prior to disposal in a subtitle D landfill
- Disposal of all material at the Waste Management facility in Homer, GA
- Installation of demarcation barrier as indicated in removal action work plan
- Backfilled all areas to previous grade
- Placed topsoil throughout removal areas
- Installed sod and conducted hydroseeding
- Installed trees in accordance with the removal action work plan
- Installed fencing

#### **2.1.2 Activities During the Next Reporting Period**

Continue discussions with Kellogg to gain access authorization to their property.

### **2.2 Planning Section**

#### **2.2.1 Anticipated Activities**

EPA OSC Alyssa Hughes is working with Kellogg and XOM to reach an agreement to obtain access and complete all planned removal activities. Once access is gained, contractors will remobilize to the Site to complete the removal of material in parcels 14 and 48.

### **2.3 Logistics Section**

No information available at this time.

### **2.4 Finance Section**

#### **2.4.1 Narrative**

This is an enforcement lead removal action conducting under an Administrative Order on Consent with XOM.

### **2.5 Other Command Staff**

No information available at this time.

## **3. Participating Entities**

Exxon Mobil  
US EPA

## **4. Personnel On Site**

None

**5. Definition of Terms**

No information available at this time.

**6. Additional sources of information**

No information available at this time.

**7. Situational Reference Materials**

No information available at this time.

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U.S. ENVIRONMENTAL PROTECTION AGENCY  
POLLUTION/SITUATION REPORT  
VCC Rome - Removal Polrep



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region IV

**Subject:** POLREP #3  
Progress Report  
VCC Rome  
B417  
Rome, GA  
Latitude: 34.2082000 Longitude: -85.1793000

**To:** Jim McGuire, USEPA R4 ERRB

**From:** Alyssa Hughes, OSC

**Date:** 1/25/2012

**Reporting Period:** 11/14/11 through 1/23/12

**1. Introduction**

**1.1 Background**

<b>Site Number:</b>	B417	<b>Contract Number:</b>	
<b>D.O. Number:</b>		<b>Action Memo Date:</b>	
<b>Response Authority:</b>	CERCLA	<b>Response Type:</b>	Time-Critical
<b>Response Lead:</b>	PRP	<b>Incident Category:</b>	Removal Action
<b>NPL Status:</b>	Non NPL	<b>Operable Unit:</b>	
<b>Mobilization Date:</b>	11/14/2011	<b>Start Date:</b>	
<b>Demob Date:</b>		<b>Completion Date:</b>	
<b>CERCLIS ID:</b>		<b>RCRIS ID:</b>	
<b>ERNS No.:</b>		<b>State Notification:</b>	
<b>FPN#:</b>		<b>Reimbursable Account #:</b>	

**1.1.1 Incident Category**

**1.1.2 Site Description**

The Site is the location of a complete fertilizer production plant. Fertilizer manufacturing began at the Site prior to 1893 (as the Rome Chemical works) and continued until sometime in the 1960's. A review of historical Sanborn maps provides the layout and components of the fertilizer plant. The Site consists of approximately 20.33 acres of land formerly owned by VCC-2. The buildings associated with the facility were located on the western portion of the property on about 8 acres along the Southern Railroad (currently Norfolk Southern) right-of-way. The Site also includes 12 acres of land between the former plant and Old Lindale Road. Based on available historical information, the plant features appear to have been removed sometime prior to 1972.



ExxonMobil Oil Corporation has come forth as the corporate successor of this and other VCC sites throughout Region 4. On October 6, 2011, EPA and ExxonMobil entered into an AOC to commence site cleanup. ExxonMobil Environmental Services (EMES) Division will perform the cleanup.

## **2. Current Activities**

### **2.1 Operations Section**

#### **2.1.1 Current Activities**

ExxonMobil's engineering contractor, Arcadis, and removal contractor, ENTACT, continue to perform removal activities on-site. To date, approximately 21,000 tons of material has been excavated and transported off-site. This material was classified as non-hazardous and was disposed of at the Waste Management facility in Homer, GA, a subtitle D landfill. The engineering contractor has elected to address the hazardous waste grids, as identified by preliminary composite TCLP sampling, following the excavation of all of the non-hazardous material. The crews began removal efforts on the southwest side of the Southern Wholesale Building and traveled north and east around the facility. Please see the figure in the documents section for a progress map displaying the grids that have been excavated and backfilled.

#### **2.1.2 Activities During the Next Reporting Period**

Activities to be performed during the next reporting period include, but are no limited to:

1. Continue installation of erosion and sedimentation controls.
2. Continue shipping soil to waste management landfill in Homer, GA.
3. Continue backfilling on western sides of Southern Wholesale and Rome-Floyd County properties.
4. Continue pursuing access from Kellogg.

### **2.2 Planning Section**

#### **2.2.1 Anticipated Activities**

EPA OSC Alyssa Hughes and EPA attorney Kevin Beswick will travel to the site on Wednesday, February 1 to meet with XOM Project Manager and Arcadis Project Manager to discuss a plan for obtaining access authorization for the Kellogg property.

Removal activities will proceed on the remaining properties. Ongoing rain continues to hinder progress along the northeastern extent of contamination.

### **2.3 Logistics Section**

No information available at this time.

### **2.4 Finance Section**

No information available at this time.

### **2.5 Other Command Staff**

No information available at this time.

## **3. Participating Entities**

Exxon Mobil  
US EPA

## **4. Personnel On Site**

XOM Contractors

## **5. Definition of Terms**

No information available at this time.

**6. Additional sources of information**

No information available at this time.

**7. Situational Reference Materials**

No information available at this time.

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U.S. ENVIRONMENTAL PROTECTION AGENCY  
POLLUTION/SITUATION REPORT  
VCC Rome - Removal Polrep



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region IV

**Subject:** POLREP #2  
Initiation of Removal Actions  
VCC Rome  
B417  
Rome, GA  
Latitude: 34.2082000 Longitude: -85.1793000

**To:** Shane Hitchcock, EPA

**From:** Timothy Neal, OSC

**Date:** 11/30/2011

**Reporting Period:**

**1. Introduction**

**1.1 Background**

<b>Site Number:</b>	B417	<b>Contract Number:</b>	
<b>D.O. Number:</b>		<b>Action Memo Date:</b>	
<b>Response Authority:</b>	CERCLA	<b>Response Type:</b>	Time-Critical
<b>Response Lead:</b>	PRP	<b>Incident Category:</b>	Removal Action
<b>NPL Status:</b>	Non NPL	<b>Operable Unit:</b>	
<b>Mobilization Date:</b>	11/14/2011	<b>Start Date:</b>	
<b>Demob Date:</b>		<b>Completion Date:</b>	
<b>CERCLIS ID:</b>		<b>RCRIS ID:</b>	
<b>ERNS No.:</b>		<b>State Notification:</b>	
<b>FPN#:</b>		<b>Reimbursable Account #:</b>	

**1.1.1 Incident Category**

**1.1.2 Site Description**

The Site is the location of a complete fertilizer production plant. Fertilizer manufacturing began at the Site prior to 1893 (as the Rome Chemical works) and continued until sometime in the 1960's. A review of historical Sanborn maps provides the layout and components of the fertilizer plant. The Site consists of approximately 20.33 acres of land formerly owned by VCC-2. The buildings associated with the facility were located on the western portion of the property on about 8 acres along the Southern Railroad (currently Norfolk Southern) right-of-way. The Site also includes 12 acres of land between the former plant and Old Lindale Road. Based on available historical information, the plant features appear to have been removed sometime prior to 1972.

ExxonMobil Oil Corporation has come forth as the corporate successor of this and other VCC sites throughout Region 4. On October 6, 2011, EPA and ExxonMobil entered into an AOC to commence site cleanup. ExxonMobil Environmental Services (EMES) Division will perform the cleanup.

## **2. Current Activities**

### **2.1 Operations Section**

#### **2.1.1 Current Activities**

EPA, ExxonMobil's engineering contractor, Arcadis, and removal contractor, ENTACT, mobilized to the site on November 2, 2011 to meet with the property owners and business managers to review the removal process and answer their questions regarding our mobilization. Kellogg's stated that their production facility would be closed the weeks of December 12<sup>th</sup> and 19<sup>th</sup> and would like the work on their property to be performed during that time. EMES agreed to that time frame as long as Kellogg's submitted the signed access agreement in time.

On the week of November 14<sup>th</sup>, EMES's contractors, Arcadis and ENTACT, mobilized to the site to commence removal activities. Site preparation included surveying tree removal limits on the Watkins and Southern Wholesale properties. Installing tree protection fencing on Southern Wholesale property. Installing jersey barriers on Georgia Power easement to protect power poles during use of the easement as a haul road. WC Timber (tree clearing company) began removal of trees on the Northeast side of the Southern Wholesale property.

#### **2.1.2 Activities During the Next Reporting Period**

Activities to be performed during the next reporting period include, but are not limited to:

1. Continue tree clearing activities on Southern Wholesale property.
2. Begin installation of erosion and sedimentation controls.
3. Continue potholing for utilities.
4. Continue pursuing access from Kellogg.
5. Begin soil excavation on the Watkins property.

### **2.2 Planning Section**

#### **2.2.1 Anticipated Activities**

### **2.3 Logistics Section**

No information available at this time.

### **2.4 Finance Section**

No information available at this time.

### **2.5 Other Command Staff**

No information available at this time.

## **3. Participating Entities**

No information available at this time.

## **4. Personnel On Site**

No information available at this time.

## **5. Definition of Terms**

No information available at this time.

## **6. Additional sources of information**

No information available at this time.

**7. Situational Reference Materials**

No information available at this time.

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U.S. ENVIRONMENTAL PROTECTION AGENCY  
POLLUTION/SITUATION REPORT  
VCC Rome - Removal Polrep



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region IV

**Subject:** POLREP #1  
Removal Site Evaluation  
VCC Rome  
B417  
Rome, GA  
Latitude: 34.2082000 Longitude: -85.1793000

**To:** Jim McGuire, USEPA R4 ERRB

**From:** Timothy Neal, OSC

**Date:** 2/8/2010

**Reporting Period:**

**1. Introduction**

**1.1 Background**

<b>Site Number:</b>	B417	<b>Contract Number:</b>	
<b>D.O. Number:</b>		<b>Action Memo Date:</b>	
<b>Response Authority:</b>	CERCLA	<b>Response Type:</b>	Time-Critical
<b>Response Lead:</b>	PRP	<b>Incident Category:</b>	Removal Assessment
<b>NPL Status:</b>	Non NPL	<b>Operable Unit:</b>	
<b>Mobilization Date:</b>		<b>Start Date:</b>	
<b>Demob Date:</b>		<b>Completion Date:</b>	
<b>CERCLIS ID:</b>		<b>RCRIS ID:</b>	
<b>ERNS No.:</b>		<b>State Notification:</b>	
<b>FPN#:</b>		<b>Reimbursable Account #:</b>	

**1.1.1 Incident Category**

**1.1.2 Site Description**

The Site is the location of a complete fertilizer production plant. Fertilizer manufacturing began at the Site prior to 1893 (as the Rome Chemical works) and continued until sometime in the 1960's. A review of historical Sanborn maps provides the layout and



components of the fertilizer plant. The Site consists of approximately 20.33 acres of land formerly owned by VCC-2. The buildings associated with the facility were located on the western portion of the property on about 8 acres along the Southern Railroad (currently Norfolk Southern) right-of-way. The Site also includes 12 acres of land between the former plant and Old Lindale Road. Based on available historical information, the plant features appear to have been removed sometime prior to 1972.

Exxon Mobil Corporation has come forth as the corporate successor of this and other VCC sites throughout Region 4.

#### **1.1.2.1 Location**

The Site is bound to the west by Norfolk Southern Railway, to the south by Douglas Street, to the east by Old Lindale Road and to the north by undeveloped land. The Site is currently occupied by commercial and industrial facilities owned by Kellogg's, Watkins and Southern Wholesale Co. The Kellogg's facility and adjacent parking lot occupies the eastern portion of the Site. Adjacent property usage includes a predominantly industrial neighborhood with manufacturing plants and undeveloped lots on all sides.

In March 2007 Exxon Mobil's contractor (ARCADIS) conducted a PA/SI and submitted the results to EPA for review. Arsenic and lead were detected in several soil samples collected from the Site at concentrations above the non-residential screening levels of 40 mg/kg and 800 mg/kg, respectively. The majority of samples with arsenic and/or lead concentrations above screening levels were collected on the western portion of the Site with the highest concentrations located in the northwestern portion of the property. The maximum detected concentrations of arsenic and lead were 5,070 mg/kg and 34,900 mg/kg, respectively.

Sediment samples were collected from two locations from Silver Creek. The maximum arsenic and lead concentrations detected in sediment were 19.9 mg/kg and 64.4 mg/kg, respectively. None of the concentrations were above the screening levels. In May 2009, the site was forwarded to the EPA Region 4 Emergency Response and Removal Branch (ERRB) for consideration using CERCLA removal authorities. Upon completion of reviewing the site information, ERRB concluded that the site meets the criteria as set forth in 40 CFR 300.415 (b) (2) for a time-critical removal action.

#### **1.1.2.2 Description of Threat**

Arsenic and lead are both hazardous substances, listed in the Title 40 of the Code of Federal Regulations (CFR) Section 302.4, as referred to in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended. Arsenic and lead contaminated soils at the Site pose a significant threat to public health. The threat comes primarily from potential human exposure to these hazardous substances. Direct contact and ingestion of these hazardous substances are the primary pathways of exposure. Continued release of these hazardous substances may cause potential chronic health effects to persons living nearby.

Arsenic and lead present in on-site surface and subsurface soils pose the following threats to public health or welfare as listed in Section 300.415 (b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP).

- Section 300.415 (b)(2)(i) "Actual or potential exposure to nearby human populations, or the food chain from hazardous substances pollutants or contaminants."

The PA/SI disclosed that there is significant lead and arsenic contamination that is closely associated with the pyrite and slag material and other waste deposition piles, throughout the sampled areas of the Site. EPA Region 4 Technical Services Section (TSS) recommends a removal action level of 800 ppm lead and 40 ppm arsenic for generic non-residential exposure scenarios. Concentrations exceeding these levels at VCC Rome were confirmed through on-site XRF analysis and laboratory analysis. The maximum lead concentration detected in surface soils in was 34,900 ppm, and the maximum arsenic concentration in surface soils was 5,070 ppm.

Potential human exposure to site related contaminants may occur via inhalation of windborne dust, inadvertent ingestion of contaminated soil, and direct contact with the contaminated surface soils.

- Section 300.415 (b)(2)(iv) "High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface that may migrate."

Analytical results reveal that high lead and arsenic levels are present at or near the surface creating a potential for migration to off-site locations. Lead and arsenic concentrations exceeding the RALs of 800 ppm and 40 ppm, respectively, were confirmed through on-site XRF analysis and laboratory analysis. The maximum lead concentration detected in surface soils in was 34,900 ppm, and the maximum arsenic concentration in surface soils was 5,070 ppm.

The Site is adjacent to Silver Creek, which is located less than 0.25 miles from the site. There is exposed surficial slag onsite creating the potential for site contaminants to migrate to the Silver Creek through drainage pathways.

- Section 300.415 (b)(2)(v) "Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released."

Several areas throughout the Site are void of vegetation making them susceptible to wind and surface water runoff during heavy rain events which are common in this geographical area. Such events may contribute to the migration of lead and arsenic into nearby water bodies, including Silver Creek.

Due to the threat and/or future threat to human health from the hazardous substance, the Site achieves removal eligibility base on the removal criteria listed above.

## **2. Current Activities**

### **2.1 Operations Section**

#### **2.1.1 Narrative**

EPA and ExxonMobil will enter into an AOC to clean up the site.

### **2.2 Planning Section**

### **2.3 Logistics Section**

### **2.4 Finance Section**

### **2.5 Safety Officer**

**2.6 Liaison Officer**

**2.7 Information Officer**

**3. Participating Entities**

**3.1 Unified Command**

**3.2 Cooperating and Assisting Agencies**

**4. Personnel On Site**

**5. Definition of Terms**

**6. Additional sources of information**

**6.1 Internet location of additional information/reports**

**6.2 Reporting Schedule**

**7. Situational Reference Materials**

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UNITED STATES  
THE ENVIRONMENTAL PROTECTION AGENCY  
REGION 4

IN THE MATTER OF:  
VCC Rome.  
Rome, Floyd County, Georgia

ExxonMobil Oil Corporation,

Respondent

ADMINISTRATIVE SETTLEMENT  
AGREEMENT AND ORDER ON CONSENT  
FOR REMOVAL ACTION

U.S. EPA Region 4  
Docket No. CERCLA-04-2012-3750

Proceeding Under Sections 104, 106(a), 107 and  
122 of the Comprehensive Environmental  
Response, Compensation, and Liability Act, as  
amended, 42 U.S.C. § 9604, 9606(a), 9607 and  
9622



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**XXX. EFFECTIVE DATE** ..... 25

## **I. JURISDICTION AND GENERAL PROVISIONS**

1. This Administrative Settlement Agreement and Order on Consent (Settlement Agreement) is entered into voluntarily by the United States Environmental Protection Agency (the EPA), and ExxonMobil Oil Corporation (Respondent). This Settlement Agreement provides for the performance of the removal action by Respondent and the reimbursement of response costs incurred by the United States in connection with the former Virginia-Carolina Chemical Company (VCC) Rome, Floyd County, Rome, Georgia (the Site).
2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. ' ' 9604, 9606(a), 9607, and 9622, as amended (CERCLA).
3. The EPA has notified the Georgia Department of Natural Resources (GDNR) of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. ' 9606(a).
4. The EPA and Respondent recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations of Section IV and V of this Settlement Agreement. Respondent agrees to comply with and be bound by the terms of this Settlement Agreement and further agrees that it will not contest the basis or validity of this Settlement Agreement or its terms.

## **II. PARTIES BOUND**

5. This Settlement Agreement applies to and is binding upon the EPA, and upon Respondent and Respondent's successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this Settlement Agreement.
6. Respondent shall ensure that its contractors, subcontractors, and representatives receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Respondent shall be responsible for any noncompliance with this Settlement Agreement.

## **III. DEFINITIONS**

7. Unless noted to the contrary, the terms of this Settlement Agreement shall have the meaning assigned to those terms pursuant to CERCLA or any regulation promulgated under CERCLA. Whenever the terms listed below are used in this Settlement Agreement and Appendices attached hereto, the following definitions shall apply:



- a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Site signed on March 23, 2011, by the Regional Administrator, the EPA Region 4, or his delegate, and all attachments thereto. The "Action Memorandum" is attached as Appendix A.
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. ' 9601 et. seq.
- c. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next working day.
- d. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXX.
- e. The "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- f. "Hazardous Substance" shall mean any substance meeting the definition provided in Section 101 (14) of CERCLA, 42 U.S.C. ' 9601(14).
- g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. ' 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. ' 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.
- h. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. ' 9605, codified at 40 C.F.R. Part 300, including any amendments thereto.
- i. "GA EPD" shall mean the Georgia Department of Natural Resources, Environmental Protection Division.
- j. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXIX). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.
- k. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.
- l. "Parties" shall mean the EPA and Respondent.
- m. "Respondent" shall mean Exxon Mobil Oil Corporation.

- n. "Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 32 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation). "Response Costs" shall also include all costs, including but not limited to direct and indirect costs that the United States paid or incurred at or in connection with the Site through the effective date of this Settlement Agreement, plus interest on all such costs through such date.
- o. "Section" shall mean a portion of this Settlement Agreement identified by a roman numeral.
- p. "Site" shall mean the former VCC Rome facility, Floyd County, Rome, Georgia. Notwithstanding the Site boundaries, the Site includes the areal extent of hazardous substances contamination, and all areas in close proximity to the contamination that are necessary for implementation of the Work.
- q. "State" shall mean the State of Georgia as represented by GA EPD.
- r. "Waste Material" shall mean: 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. ' 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. ' 9601(33); and 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. ' 6903(27).
- s. "Work" shall mean all activities Respondent is required to perform under this Settlement Agreement.

#### **IV. FINDINGS OF FACT**

For the purposes of this Settlement Agreement, the EPA finds that:

8. The Site is comprised six parcels totaling of approximately 20 acres.
9. The Site is bounded to the west by the Norfolk Southern Railway, to the south by Douglas St., to the East by Old Lindale Rd., and to the North by undeveloped property.
10. Sanborn maps show a phosphate fertilizer manufacturing facility operating on the property as early as 1883. The plant was purchased by the Virginia-Carolina Chemical Company from William B. Chisholm, Receiver of the Southern Fertilizer Company in 1898. Following the bankruptcy reorganization in 1926, the plant became a part of the Virginia-Carolina Chemical Corporation. Records indicate that this plant operated until the late 1960s. Virginia Carolina Chemical Corporation merged into Socony Mobil Oil Company, Inc., in 1963, which company name changed to Mobil Oil Corp. in 1966. In 1999, Exxon Corporation merged with Mobil Corporation to form Exxon Mobil Corporation.

Mobil Oil Corp. became ExxonMobil Oil Corporation, the corporate successor to Virginia Carolina Chemical Corporation, and subsidiary to Exxon Mobil Corporation.

11. General land use within the Site is industrial.

12. The Site History was developed as part of the Region 4 VCC Initiative. An initial field investigation was performed in 2007 by ARCADIS, contractor for Exxon Mobil. Additional sampling took place in 2008 and 2009.

13. The field investigation results indicate elevated levels of lead and arsenic in some of the sampled areas.

14. The levels of lead and arsenic detected in the surficial soils at the Site, if not addressed by implementation of the Work pursuant to this Settlement Agreement, may pose an imminent and substantial threat to the users of the Site (see Action Memorandum, Appendix A).

#### **V. CONCLUSIONS OF LAW AND DETERMINATIONS**

15. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, the EPA has determined that:

a. The Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. ' 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, include "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. ' 9601(14).

c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. ' 9601(21).

d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. ' 9607(a). Respondent, ExxonMobil Oil Corporation is the corporate successor to Virginia Carolina Chemical Corporation, VCC-2, the "owner" and/or "operator" of the Site at the time of disposal of hazardous substances at the Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. ' 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. ' 9607(a)(2).

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the Site as defined by Sections 101(22) of CERCLA, 42 U.S.C. ' 9601(22).

f. The removal actions required by this Settlement Agreement are necessary to protect the public health, welfare, or the environment, and if carried out in compliance with the terms of this Settlement Agreement, will be considered consistent with the NCP as provided in Section 300.700(c)(3)(ii) of the NCP.

## **VI. ORDER**

16. Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, and the Administrative Record for this Site, it is hereby ordered and agreed that Respondent shall comply with the following provisions, including but not limited to all attachments to this Settlement Agreement, and all documents incorporated by reference into this Settlement Agreement.

## **VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR**

17. Respondent shall retain one or more contractors to perform the Work and shall notify the EPA of the name(s) and qualifications of such contractor(s) within fourteen (14) days of the Effective Date. Respondent shall also notify the EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least fourteen (14) days prior to commencement of such Work. The EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent. If the EPA disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify the EPA of that contractor's name and qualifications within fourteen (14) days of the EPA's disapproval. The proposed contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with the "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B0-1/002), or equivalent documentation as required by the EPA.

18. Within fourteen (14) days after the Effective Date, Respondent shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Settlement Agreement and shall submit to the EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be readily available during Site work. The EPA retains the right to disapprove of the designated Project Coordinator. If the EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify the EPA of that person's name, address, telephone number, and qualifications within fourteen (14) days following the EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from the EPA relating to this Settlement Agreement shall constitute receipt by Respondent.

19. The EPA has designated Timothy Neal of the EPA Region 4 Emergency Response and Removal Branch as its On-Scene Coordinator (OSC). Except as otherwise provided in this Settlement Agreement, Respondent shall direct all submissions required by this Settlement Agreement to the OSC at 61 Forsyth St., S.W., Atlanta, Georgia 30303.

20. The EPA and Respondent shall have the right, subject to the immediately proceeding paragraphs, to change their designated OSC, RPM, or Project Coordinator. Respondent shall notify the EPA, fourteen (14) days before such a change is made. The initial notification may be orally made but it shall be promptly followed by a written notice.

## **VIII. WORK TO BE PERFORMED**

21. Respondent shall perform, at a minimum, all actions necessary to implement the Action Memorandum. The actions to be implemented generally include but are not limited to, the following:

- a. Based on the sampling investigation, the Respondent shall submit a Site Delineation Report/Removal Action Work Plan (Work Plan) for the planned removal activity to the On-Scene Coordinator (OSC). Upon the EPA's approval for the Work Plan, Respondent shall implement the Work Plan in accordance with the schedule of activities provided therein.
- b. Whenever excavation of contaminated soil is performed, Respondent shall backfill excavated areas with clean soil in accordance with the requirements of the Work Plan. Soil used for backfill shall be sampled to screen for hazardous substance contamination. A vegetative cover shall be installed to prevent the erosion of the soil backfill where appropriate. Respondent shall irrigate the vegetative cover to insure its establishment if needed.
- c. Respondent shall repair or replace hard features in the landscape if removed or damaged in the process of conducting this removal activity, if required by the property owners. Hard features include, but are not limited to, fences, walls, retaining walls, etc.

### **22. Work Plan and Implementation**

- a. Within twenty-one (21) days after the Effective Date, Respondent shall submit to the EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 21 above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement Agreement. A Quality Assurance Project Plan (QAPP) was previously prepared for this site as provided in the *Site Delineation Work Plan* (ARCADIS, June 2009). The QAPP was prepared in accordance with the "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001), and the "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/240/R-02/009, December 2002).
- b. The EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If the EPA requires revisions, Respondent shall submit a revised draft Work Plan within twenty (20) days of receipt of the EPA's notification of the required revisions. Respondent shall implement the Work Plan as approved in writing by the EPA in accordance with the schedule approved by the EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.
- c. Respondent shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondent shall not commence implementation of the Work Plan developed hereunder until receiving written the EPA approval pursuant to Paragraph 22(b).

23. Health and Safety Plan. Respondent shall submit for the EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Settlement Agreement in accordance with the schedule in the Work Plan. This plan shall be prepared in accordance with the EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If the EPA determines that it is appropriate, the plan shall also include contingency planning. Respondent shall incorporate all changes to the plan recommended by the EPA and shall implement the plan during the pendency of the removal action.

#### 24. Quality Assurance and Sampling

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to the EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate the EPA guidance. Respondent shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), the "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," and the U.S. EPA Region 4 Standard Operating Procedures and Quality Assurance Manual (May 1996), or equivalent documentation as determined by the EPA. The EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements.

b. Upon request by the EPA, Respondent shall have such a laboratory analyze samples submitted by the EPA for QA monitoring. Respondent shall provide to the EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by the EPA, Respondent shall allow the EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify the EPA not less than ten (10) days in advance of any sample collection activity, unless shorter notice is agreed to by the EPA. The EPA shall have the right to take any additional samples that the EPA deems necessary. Upon request, the EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

25. Post-Removal Site Control. In accordance with the Work Plan schedule, or as otherwise directed by the EPA, Respondent shall submit a proposal for post-removal Site control consistent with Section 300.415(k) of the National Contingency Plan (NCP) and OSWER Directive 9360.2-02. Upon the EPA approval, Respondent shall implement such controls and shall provide the EPA with documentation of all post-removal Site control arrangements.

## 26. Reporting

a. Respondent shall submit a written progress report to the EPA concerning actions undertaken pursuant to this Settlement Agreement every seventh (7th) day after the date of receipt of the EPA's approval of the Work Plan until termination of this Settlement Agreement, unless otherwise directed by the OSC in writing. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondent shall submit three (3) copies of all plans, reports or other submissions required by this Settlement Agreement, or any approved work plan. Upon request by the EPA, Respondent shall submit such documents in electronic form.

27. Final Report. Within sixty (60) days after completion of all removal actions required under this Settlement Agreement, the Respondent shall submit for the EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports". The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

## 28. Off-Site Shipments

a. Respondent shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondent shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the

shipment of the Waste Material; and 4) the method of transportation. Respondent shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the removal action. Respondent shall provide the information required by Paragraph 28(a) and 28(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-Site location, Respondent shall obtain the EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. ' 9621(d)(3), and 40 C.F.R. ' 300.440. Respondent shall only send hazardous substances, pollutants, or contaminants from the Site to an off-Site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

## **IX. SITE ACCESS**

29. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access agreements within thirty (30) days after the Effective Date, or as otherwise specified in writing by the OSC. Respondent shall immediately notify the EPA if after using its best efforts it is unable to obtain such agreements.

30. If the EPA determines that to implement this Settlement Agreement, land and/or water use restrictions are needed on property owned or controlled by persons other than Respondent, Respondent shall use best efforts to secure from such persons an agreement, enforceable by Respondent, the EPA, and GDNR, to refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the removal measures to be performed pursuant to this Settlement Agreement.

31. If directed by the EPA, Respondent shall execute and record the easement, or land/water use restrictions in the Floyd County land records office, as an easement, running with the land, that grants the right to enforce the land/ water use restrictions, or other restrictions that the EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the removal measures to be performed pursuant to this Settlement Agreement. The rights to enforce land/water use restrictions shall be granted to (i) the EPA, and its representatives, (ii) the State and its representatives, and/or (iii) other appropriate grantees.

32. If any access or land/water use restriction agreements are not obtained within 45 days of the date of the EPA's request for such a restriction, Respondent shall promptly notify the EPA in writing, and shall include in that notification a summary of the steps that Respondent has taken to attempt to comply with this Settlement Agreement. The EPA may, as it deems appropriate, assist Respondent in obtaining



land/water use restrictions, either in the form of contractual agreements or in the form of easements running with the land, or in obtaining the release or subordination of a prior lien or encumbrance. Respondent shall reimburse the EPA in accordance with the procedures in Section XV (Payment of Response Costs), for all costs incurred, direct or indirect, by the EPA in obtaining such land/water use restrictions including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation.

33. Notwithstanding any provision of this Settlement Agreement, the EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

#### **X. ACCESS TO INFORMATION**

34. Respondent shall provide to the EPA, and GDNR, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to the EPA, and GDNR, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

35. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to the EPA and GDNR under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R.

§ 2.203(b). Documents or information determined to be confidential by the EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to the EPA, and GDNR, or if the EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

36. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent asserts such a privilege in lieu of providing documents, it shall provide the EPA and GDNR with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated as required by this Settlement Agreement shall be withheld on the grounds that they are privileged.

37. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

## **XI. RECORD RETENTION**

38. Until 10 years after Respondent's receipt of the EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 10 years after Respondent's receipt of the EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

39. At the conclusion of this document retention period, Respondent shall notify the EPA, and GDNR, at least 90 days prior to the destruction of any such records or documents, and, upon request by the EPA, or GDNR, Respondent shall deliver any such records or documents to the EPA or GDNR. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, it shall provide the EPA or GDNR with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated as required by this Settlement Agreement shall be withheld on the grounds that they are privileged.

40. Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all the EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. ' ' 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. ' 6927.

## **XII. COMPLIANCE WITH OTHER LAWS**

41. Respondent shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. ' 6921(e), and 40 C.F.R. ' ' 300.400(e) and 300.415(j). In accordance with 40 C.F.R. ' 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by the EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state

environmental or facility siting laws. Respondent shall identify ARARs in the Work Plan subject to the EPA approval.

### **XIII. EMERGENCY RESPONSE AND NOTIFICATION RELEASES**

42. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC at 404-562-8796 or, in the event of his/her unavailability, shall notify the Regional Duty Officer, Emergency Response and Removal Branch, the EPA Region 4 at 404-562-8700 of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and the EPA takes such action instead, Respondent shall reimburse the EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

43. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the OSC at 404-562-8796 and the National Response Center at (800) 424-8802. Respondent shall submit a written report to the EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. ' 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. ' 11004, et seq.

### **XIV. AUTHORITY OF THE EPA ON-SCENE COORDINATOR**

44. The OSC shall be responsible for overseeing the Respondent's implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

### **XV. PAYMENT OF RESPONSE COSTS**

#### **45. Payments for Response Costs**

a. Respondent shall pay the EPA Response Costs not inconsistent with the NCP. On a periodic basis, the EPA will send Respondent a bill requiring payment that includes a cost summary. Respondent shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 47 of this Settlement Agreement.

b. Respondent shall make all payments required by this Paragraph by a certified or cashiers check or checks made payable to the "EPA Hazardous Substance Superfund," referencing the name and address of the party making payment and the EPA Site/Spill Number B415 Respondent shall send the check(s) to:

US Environmental Protection Agency  
Superfund Payments-Region 4  
Cincinnati Finance Center  
P.O. Box 979076  
St. Louis, MO 63197-9000

c. At the time of payment, Respondent shall send notice that payment has been made to Tim Neal and Ms. Paula Painter, U.S. EPA Region 4, 61 Forsyth St., S.W., Atlanta, GA 30303.

d. The total amount to be paid by Respondent pursuant to Paragraph 45(a) shall be deposited in the EPA Hazardous Substance Superfund.

46. In the event that the payment for Response Costs are not made within 30 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest on Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

47. Respondent may dispute all or part of a bill for Response Costs submitted under this Settlement Agreement, if Respondent alleges that the EPA has made an accounting error, or if Respondent alleges that a cost item is inconsistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs to the EPA as specified in Paragraph 45 on or before the due date. Within the same time period, Respondent shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondent shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 45(c) above. Respondent shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within ten (10) days after the dispute is resolved.

## **XVI. DISPUTE RESOLUTION**

48. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

49. If Respondent objects to any action taken by the EPA pursuant to this Settlement Agreement, including billings for Response Costs, it shall notify the EPA in writing of the objection within ten (10)

days of such action, unless the objection has been resolved informally. The EPA and Respondent shall have ten (10) days from the EPA's receipt of Respondent's written objection to resolve the dispute through formal negotiations (the Negotiation Period). The Negotiation Period may be extended at the sole discretion of the EPA.

50. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, the EPA Superfund Division Director will issue a written decision on the dispute to Respondent. The EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondent's obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with the EPA's decision, whichever occurs.

## **XVII. FORCE MAJEURE**

51. Respondent agrees to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a force majeure. For purposes of this Settlement Agreement, a force majeure is defined as any event arising from causes beyond the control of Respondent, or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondent's best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the Work, or increased cost of performance, or a failure to attain performance standards/action levels set forth in the Action Memorandum.

52. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a force majeure event, Respondent shall notify the EPA orally within forty-eight (48) hours of when Respondent first knew that the event might cause a delay. Within five (5) days thereafter, Respondent shall provide to the EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

53. If the EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Settlement Agreement that are affected by the force majeure event will be extended by the EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If the EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, the EPA will notify

Respondent in writing of its decision. If the EPA agrees that the delay is attributable to a force majeure event, the EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

### **XVIII. STIPULATED PENALTIES**

54. Respondent shall be liable to the EPA for stipulated penalties in the amounts set forth in Paragraph 55 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (Force Majeure). "Compliance" by Respondent shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, and any plans or other documents approved by the EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

55. Stipulated Penalty Amounts. For each day, or portion thereof, that Respondent fails to perform, fully, any requirement of this Settlement Agreement in accordance with the schedule established pursuant to this Settlement Agreement after receipt of written notice from the EPA of such non-compliance, Respondent shall be liable as follows:

Period of Noncompliance	Penalty Per Violation Per Day
1st through 14th day	\$250
15th through 30th day	\$500
31th day and beyond	\$750

56. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue:

1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after the EPA's receipt of such submission until the date that the EPA notifies Respondent of any deficiency; and 2) with respect to a decision by the Region 4 Superfund Division Director, under Paragraph 50 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Superfund Division Director issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

57. Following the EPA's determination that Respondent failed to comply with a requirement of this Settlement Agreement, the EPA may give Respondent written notification of the failure and describe the noncompliance. The EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether the EPA has notified Respondent of a violation.

58. All penalties accruing under this Section shall be due and payable to the EPA within 30 days of Respondent's receipt from the EPA of a demand for payment of the penalties, unless Respondent

invokes the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to the EPA under this Section shall be paid by certified or cashier's check(s) made payable to the "EPA Hazardous Substances Superfund," shall be mailed to the EPA Superfund, U.S. EPA, Region 4, Superfund Accounting, P.O. Box 100142, Atlanta, Georgia 30384, Attn: Collection Officer for Superfund, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number B415, the EPA Docket number, and the name and address of the party making payment. Copies of check paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the EPA as provided in Paragraph 19, and to Paula Painter, U.S. EPA Region 4, 61 Forsyth St., SW, Atlanta, GA, 30303.

59. The payment of penalties shall not alter in any way Respondent's obligation to complete performance of the Work required under this Settlement Agreement.

60. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of the EPA's decision.

61. If Respondent fails to pay stipulated penalties when due, the EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 58. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of the EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. ' ' 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. ' 9607(c)(3). Provided, however, that the EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Settlement Agreement. Notwithstanding any other provision of this Section, the EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

#### **XIX. COVENANT NOT TO SUE BY THE EPA**

62. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, the EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. ' ' 9606 and 9607(a), for the Work and Response Costs. This covenant not to sue shall take effect upon receipt by the EPA of the Response Costs due under Section XV of this Settlement Agreement and any Interest or Stipulated Penalties due for failure to pay Response Costs as required by Sections XV and XVIII of this Settlement Agreement. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondent of its obligations under this Settlement Agreement, including, but not limited to, payment of Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent, its affiliates, subsidiaries and successors, and does not extend to any other person.

## **XX. RESERVATIONS OF RIGHTS BY THE EPA**

63. Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of the EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent the EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

64. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. The EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondent to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definition of Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

65. Work Takeover. In the event the EPA determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, the EPA may assume the performance of all or any portion of the Work as the EPA determines necessary. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute the EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, the EPA retains all authority and reserves all rights to take any and all response actions authorized by law.



## **XXI. COVENANT NOT TO SUE BY RESPONDENT**

66. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Response Costs, or this Settlement Agreement, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. ' 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. ' ' 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Georgia Constitution, the Tucker Act, 28 U.S.C. ' 1491, the Equal Access to Justice Act, 28 U.S.C. ' 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. ' ' 9607 and 9613, relating to the Site.

Except as provided in Paragraph 62, these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 65(b), (c), and (e) - (g), but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

67. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. ' 9611, or 40 C.F.R. ' 300.700(d).

68. Respondent agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondent with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if:

- a. the materials contributed by such person to the Site containing hazardous substances did not exceed the greater of i) 0.002% of the total volume of waste at the Site, or ii) 110 gallons of liquid materials or 200 pounds of solid materials.
- b. This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if the EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site.

## **XXII. OTHER CLAIMS**

69. By issuance of this Settlement Agreement, the United States and the EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or the EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

70. Except as expressly provided in Section XIX and Section XXI, nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. ' ' 9606 and 9607.

71. No action or decision by the EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. ' 9613(h).

## **XXIII. CONTRIBUTION**

72. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. ' 9613(f)(2), and that Respondent, its affiliates, subsidiaries and successors are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. ' ' 9613(f)(2) and 9622(h)(4), for matters addressed in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Response Costs. Except as provided in Section XXI, nothing in this Settlement Agreement precludes the United States or Respondent from asserting any claims, causes of action, or demands against any persons not parties to this Settlement Agreement for indemnification, contribution, or cost recovery.

73. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. ' 9613(f)(3)(B), pursuant to which Respondent, its affiliates, subsidiaries and successors have, as of the Effective Date, resolved their liability to the United States for the Work and Future Response Costs.

74. Except as provided in Section XXI, Paragraph 66 of this Settlement Agreement, nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. ' 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

#### **XXIV. INDEMNIFICATION**

75. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Settlement Agreement. Neither Respondent nor any such contractor shall be considered an agent of the United States.

76. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

77. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

#### **XXV. INSURANCE**

78. At least 7 days prior to commencing any on-Site work under this Settlement Agreement, Respondent shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of one (1) million dollars, combined single limit. Within the same time period, Respondent shall provide the EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Settlement Agreement, Respondent shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Settlement Agreement. If Respondent demonstrates by evidence satisfactory to the EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

## **XXVI. MODIFICATIONS**

79. The OSC may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by the EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

80. If Respondent seeks permission to deviate from any approved work plan or schedule, Respondent's Project Coordinator shall submit a written request to the EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 79.

81. No informal advice, guidance, suggestion, or comment by the OSC or other representatives of the EPA regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

## **XXVII. ADDITIONAL REMOVAL ACTIONS**

82. If the EPA determines that additional removal actions not included in an approved plan are necessary to protect public health, welfare, or the environment, the EPA will notify Respondent of that determination. Unless otherwise stated by the EPA, within 30 days of receipt of notice from the EPA that additional removal actions are necessary to protect public health, welfare, or the environment, Respondent shall submit for approval by the EPA a Work Plan for the additional removal actions. The plan shall conform to the applicable requirements of Section VIII (Work to Be Performed) of this Settlement Agreement. Upon the EPA's approval of the plan pursuant to Section VIII, Respondent shall implement the plan for additional removal actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the OSC's authority to make oral modifications to any plan or schedule pursuant to Section XXVI (Modifications).

## **XXVIII. NOTICE OF COMPLETION OF WORK**

83. When the EPA determines, after the EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, the EPA will provide written notice to Respondent. If the EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, the EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

### XXIX. SEVERABILITY/INTEGRATION/APPENDICES

84. If a court issues an order that invalidates any provision of this Settlement Agreement or finds that Respondent has sufficient cause not to comply with one or more provisions of this Settlement Agreement, Respondent shall remain bound to comply with all provisions of this Settlement Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

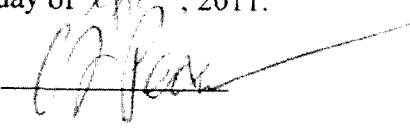
85. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: (A) Action Memorandum.

### XXX. EFFECTIVE DATE

86. This Settlement Agreement shall be effective seven (7) days after the Settlement Agreement is signed by the EPA.

The undersigned representative of Respondent certifies that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

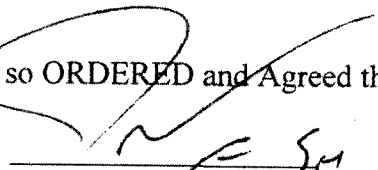
Agreed this 22 day of September, 2011.

For Respondent 

By Cliff Pearson

Title Major Projects Manager, ExxonMobil Global Services Company

It is so ORDERED and Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BY:  DATE: 10/6/11

Shane Hitchcock, Chief  
Emergency Response and Removal Branch  
Region 4  
U.S. Environmental Protection Agency

EFFECTIVE DATE: 10/13/11

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**עצמות אדם חיות.**

ICIS Entry: \_\_\_\_\_

- Date: \_\_\_\_\_

TA Review: \_\_\_\_\_

Date:

**NOTE: Form Will Be Returned If This Section is Incomplete**

Signature of Program Office Supervisor or Designee: \_\_\_\_\_

**(NOTE: By signing as the program office supervisor, you are verifying that you have checked the pollutant calculations and costs in the Injunctive Relief/Compliance Action (Section E) section of this form.)**



**10901877**

***If you have any questions, please contact Teresa Shirley (2-9647) or Priscilla Johnson (2-9614)***



9. Facility Name: VCC Rome

State(s): Georgia

How Many Facilities Are Associated With This Action? 1

Are Any of These Facilities Located Outside Region IV?        Yes   x   No

**B. Penalty Information – (DO NOT INCLUDE INTEREST!!!)**

(Note: For multi-regional cases, report **ONLY** the penalty amounts associated with facilities in Region 4)

11. For Multi-Media Actions, **Federal** Amounts by Statute:

Statute

Amount

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

12(a). Total Assessed **FEDERAL** Penalty

\$ \_\_\_\_\_

12(b). (If Shared) EPA Share

\$ \_\_\_\_\_

12(c). (If Shared) Federal Agency/Dept. Other than EPA

\$ \_\_\_\_\_

Name of Agency?

\_\_\_\_\_

13. (If Shared) State or Local Share

\$ \_\_\_\_\_

**C. Cost Recovery Information**

14. Amount of Cost Recovery Awarded:

\$ \_\_\_\_\_ EPA Share

\$ \_\_\_\_\_ State and/or Local Government Share

\$ \_\_\_\_\_ Other

For a total of: \$ \_\_\_\_\_

Is This a Cash-Out Settlement?        Yes        No (Please See Interim Guidance, Dated 9/29/09)

If Yes, Value of the PRP-Funded Response Actions \$ \_\_\_\_\_

**FOR SUPERFUND ACTIONS WITH COST RECOVERY ONLY, STOP HERE. YOU ARE DONE!**

Was This an Overfile Action?        Yes   x   No

Overfiling occurs when (1) a state/local delegated or approved program has taken no action or an inadequate action to address a violation at a facility; AND (2) EPA takes an enforcement action against the same facility for the same violation; AND (3) the state has not joined EPA in the EPA action nor asked EPA to bring the action.)

## ALTERNATIVE DISPUTE RESOLUTION

4. Was Alternative Dispute Resolution (ADR) Used in This Case? ☐ Yes ☒ No

## FY 2011 National Initiatives

### National Enforcement Initiatives

(Check All That Apply)

#### Air Toxics:

- ☐ LDAR
- ☐ Flares
- ☐ Excess Emissions

#### NSR/PSD:

- ☐ Coal-Fired Power Plants
- ☐ Cement
- ☐ Glass Manufacturing
- ☐ Sulfuric Acid Plants
- ☐ Nitric Acid Plants

#### Wet Weather:

- ☐ CAFO
- ☐ CAFO Regional Initiative Areas
- ☐ CSOs <50k Serv. Population
- ☐ CSOs  $\geq$  50k Serv. Population
- ☐ SSOs  $\geq$  10 mg/day & <100 mg/day
- ☐ MS4s (Phase I)
- ☐ MS4S (Phase II)

#### Mineral Processing:

- ☐ Non-Phosphoric Acid
- ☐ Phosphoric Acid
- ☐ Mining - Other

#### Energy Extraction:

- ☐ Land Based Gas Extraction & Production

## Regional Initiatives

(Check All That Apply)

#### FIFRA:

- ☐ Antimicrobial Labeling
- ☐ Container Containment Rule
- ☐ Fumigants
- ☐ Imports

#### TSCA:

- ☐ Lead Based Paint
- ☐ Direct Consumables
- ☐ Import Brokers

#### RCRA:

- ☐ Surface Impoundment
- ☐ Electronic Waste Exporters

#### CAA:

- ☐ Georgia Asbestos
- ☐ Chesapeake Bay Initiative

FEDERAL FACILITIES: ☐

PORT OF HUNTINGTON: ☐

WETLANDS: ☐

CAFO INITIATIVE AREAS: ☐

## CERCLA

For Instructions and Methodologies for calculating information for Direct Environmental Benefits refer to **Chapter 7** of the Case Conclusion Data Sheet Guidance, Dated August 2004. See also "Measure and Calculations for Volume of Contaminated Medium Addressed With Respect to the Superfund And RCRA Corrective Action Programs" Guidance, Dated November 2003. See Also Page 7 of This Form for Information on "Amount" and Cost Estimate Information.

CERCLA – Actions with **DIRECT** Environmental Benefits and/or **DIRECT** Response/Corrective Action:

\$ 5.5 million Estimated Cost of Actions Checked Off On This Page. **(REQUIRED! IF YOU HAVE ANYTHING CHECKED OFF IN THIS BOX, YOU MUST INCLUDE A COST ESTIMATE. FORM WILL BE RETURNED IF THIS FIELD IS BLANK!)**

- ☐ In Situ and Ex Situ Treatment  
☒ Removal of Contaminated Medium  
☒ Containment

Pollutant/Chemical/Waste Stream  
(See List Below)\*

Amount

Units

Potentially  
Impacted Media

1. <u>Lead + Arsenic Soil</u>	<u>34,000</u>	<u>Cubic Yards</u>	<input checked="" type="checkbox"/> Soil <input type="checkbox"/> Groundwater**
2. _____	_____	<u>Cubic Yards</u>	<input type="checkbox"/> Soil <input type="checkbox"/> Groundwater**
3. _____	_____	<u>Cubic Yards</u>	<input type="checkbox"/> Soil <input type="checkbox"/> Groundwater**
4. _____	_____	<u>Cubic Yards</u>	<input type="checkbox"/> Soil <input type="checkbox"/> Groundwater**

**\*Preferred Pollutants** (unless you know exactly what the pollutant and/or concentration is):

Contaminated Soil – Lead + Arsenic  
Contaminated Debris  
Contaminated Groundwater  
Contaminated Landfill Waste  
Contaminated Sediment  
Contaminated Wastewater  
Contaminated Water (Ground & Surface)  
Hazardous Waste

**(\*\*NOTE:** For instructions on how to convert gallons of groundwater to cubic yards of groundwater, refer to Chapter 7 of the Case Conclusion Data Sheet Guidance Booklet.)

If additional pollutants (and corresponding information) should be listed, attach info to end of this form.

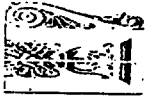
**Calculations Worksheet**  
(Required for All Direct Pollutant Reductions —  
NOT Required for Preventative Reductions)

Signature of Program Office Supervisor or Designee: \_\_\_\_\_

Show (or attach) your calculations:

estimated cost as per PRP.

$$\text{est. Volume of soil } (34K \text{ y}^3) \times \$166/\text{y}^3 =$$
$$5.644 \text{ Million}$$



VCC Rome  
Paula Painter to: Teresa Shirley

10/12/2011 09:42 AM

The OSC stated that the work amount is \$5.5million.

Kevin stated between that number and \$8m but the OSC wanted me to use the 5.5.

Paula



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**INJUNCTIVE RELIEF/COMPLIANCE ACTIONS (NON-SEP RELATED) SECTION (Instructions for completing the following pages)**

**(Note: Penalty orders without injunctive relief and Superfund administrative cost recovery agreements SHOULD SKIP THIS SECTION.)**

Select activities violator accomplished prior to receipt of settlement/order or will take to return to compliance or meet additional requirements (other than what has already been reported on the Inspection Conclusion Data Sheet (ICDS)).

This may be due to settlement/order requirements or otherwise required by statute or regulations (e.g. actions related to an APO which did not specify compliance requirements).

Where separate penalty and/or compliance orders are issued in connection with same violation(s), report the information for only one.

**NOTE:**

OECA has conservatively chosen to use **one year** as the period of time over which a reduction/elimination credit is taken. OECA is requesting that the annual pollutant reduction **ONCE** the complying action(s) has been fully implemented be reported on this form. Thus, if the pollutant reduction is a continuous action (e.g., implementation of a treatment technology), you would report one year's worth of pollutant removal benefits. For example, if the complying action will include the addition of new treatment technology over several years at a facility, then the pollutant benefit for purposes of completing this form represents the pollutant reduction that occurs over one year once the technology has been put into place.

If the pollutant reduction occurs as a **one time (or short term) action** (such as under **Superfund or Oil Spill**), then you should report the total pollutant removal benefit. However, for **Superfund** orders, you should report the pollutant reductions that are required under **THIS** order only – pollutant reductions required under previous orders or that will be required under subsequent orders should **NOT** be reported on this form. In addition, fund-lead removal activities **should not** be reported on this form.

**COST ESTIMATE INFORMATION:**

**For all statutes except CERCLA:** The cost estimate should be for the **TOTAL** cost of the injunctive relief.

**For CERCLA:** The cost estimate should be for the activities required in **THIS** order. Cost estimates for work included in previous orders or for work to be included in subsequent orders should **NOT** be included on this form.

**PLEASE REPORT TOTAL COST OF INJUNCTIVE RELIEF/COMPLYING ACTIONS:**

**\$** 5.5 Million

## Work Practices

Please mark **any/all** that apply:

### ANY STATUTE:

- ☐ Training
- ☐ Certification and Accreditation
- ☐ Labeling – Identification
- ☐ Labeling – Material Management
- ☐ Auditing
- ☐ Cease Activity (Excludes FIFRA SSUROS)
- ☐ Work Practices
- ☐ Recordkeeping
- ☐ Testing/Sampling
- ☐ Reporting
- ☐ Environmental Management Review
- ☐ Monitoring
- ☐ Plan Development/Improvement (Excludes plan implementation activities. See applicable program-specific pages to report implementation data)
- ☐ Information Letter Response
- ☐ Notification
- ☐ Permitting
- ☐ Financial Responsibility Requirements
- ☐ Provide Site Access
- ☐ Institutional Controls

### HAZARDOUS WASTE MANAGEMENT

- ☐ Hazardous Waste Identification
- ☐ Manifesting

### SUPERFUND

- ☐ RI/FS or RD
- ☐ Site Assessment/Characterization

### NPDES:

- ☐ Stormwater Site Inspection
- ☐ Develop CMOM Program

### TSCA/AHERA

- ☐ Asbestos Inspections

### FIFRA

- ☐ Establishment Registration Obtained
- ☐ Establishment Terminated
- ☐ Product Registration
- ☐ Pesticide Claim Removed

### UST

- ☐ Release Detection

### UIC

- ☐ Demonstrate Mechanical Integrity

### CAA Stationary Sources

- ☐ General Duty (112(r))

# SUPERFUND

Choose any/all that apply:

## ☐ In-Situ Treatment

Pollutant:\* \_\_\_\_\_

Amount (in Cubic Yards): \_\_\_\_\_

Media (Select One): ☐ Soil ☐ Groundwater\*\*

Applicable Section: ☐ 106(a) ☐ 120(e) ☐ 122(a)

Pollutant:\* \_\_\_\_\_

Amount (in Cubic Yards): \_\_\_\_\_

Media (Select One): ☐ Soil ☐ Groundwater\*\*

Applicable Section: ☐ 106(a) ☐ 120(e) ☐ 122(a)

## ☐ Ex-Situ Treatment

Pollutant:\* \_\_\_\_\_

Amount (in Cubic Yards): \_\_\_\_\_

Media (Select One): ☐ Soil ☐ Groundwater\*\*

Applicable Section: ☐ 106(a) ☐ 120(e) ☐ 122(a)

Pollutant:\* \_\_\_\_\_

Amount (in Cubic Yards): \_\_\_\_\_

Media (Select One): ☐ Soil ☐ Groundwater\*\*

Applicable Section: ☐ 106(a) ☐ 120(e) ☐ 122(a)

## ☒ Removal of Contaminated Medium

Pollutant:\* lead and arsenic contaminated soil

Amount (in Cubic Yards): 34,000

Media (Select One): ☒ Soil ☐ Groundwater\*\*

Applicable Section: ☒ 106(a) ☐ 120(e) ☐ 122(a)

Pollutant:\* \_\_\_\_\_

Amount (in Cubic Yards): \_\_\_\_\_

Media (Select One): ☐ Soil ☐ Groundwater\*\*

Applicable Section: ☐ 106(a) ☐ 120(e) ☐ 122(a)

**\*Preferred Pollutants** (unless you know exactly what the pollutant and/or concentration is):

Contaminated Soil  
Contaminated Debris  
Contaminated Groundwater  
Contaminated Landfill Waste  
Contaminated Sediment  
Contaminated Wastewater  
Contaminated Water (Ground & Surface)  
Hazardous Waste

**\*\*NOTE:** For groundwater, please report the volume of the aquifer.



**Definitions:**

**In-Situ Treatment** – Restoration activities in which a contaminated medium is treated **in place**, stabilized **in place**, or otherwise addressed. The treatment may be any method, technique, or process designed to physically, chemically, or biologically change the nature of the waste.

**Ex-Situ Treatment** - Restoration activities in which a contaminated medium is treated **off-site**, stabilized **off-site** or otherwise addressed. The treatment may be any method, technique, or process designed to physically, chemically, or biologically change the nature of the waste.

**Removal of Contaminated Medium** – Removal of wastes or contaminated material to address acute threats to humans, environment, or property. Applicable to response actions where the contaminated media is removed and placed into a proper disposal unit.

## Calculations Worksheet

Signature of Program Office Supervisor or Designee: 

Show (or attach) your calculations:

PRP estimated calculations: \$167.00 per cubic yard x 34,000 cubic yards = \$5.5 M

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**Exxon Mobil Corporation**

**Preliminary Assessment/  
Site Inspection Report**

**Former Virginia-Carolina Chemical  
Corporation Site, Rome, Floyd  
County, Georgia**

June 2007

ARCADIS BBL



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Corinda Chwalek, P.E.  
Senior Project Engineer 2



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Geoffrey G. Germann, P.E.  
Vice President

**Preliminary Assessment/  
Site Inspection Report  
Former Virginia-Carolina  
Chemical Corporation Site,  
Rome, Floyd County, Georgia**

Prepared for:  
Exxon Mobil Corporation  
Houston, Texas

Prepared by:  
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Our Ref.:  
B00855540000

Date:  
June 2007

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Appendix A	Soil Sample Descriptions
Appendix B	Manifest for Investigation-Derived Waste
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## **1. Introduction**

### **1.1 Introduction**

This report presents the results of Preliminary Assessment/Site Inspection (PA/SI) data collection activities conducted at the former Virginia-Carolina Chemical Corporation (VCC) phosphate fertilizer plant site located in Rome, Floyd County, Georgia (the Site). Figure 1 identifies the location of the Site on the United States Geological Survey (USGS) 7.5-minute quadrangle for Southern Rome, Georgia.

In general, the data collection activities were completed in accordance with the United States Environmental Protection Agency- (USEPA-) approved document PA/SI Work Plan for VCC – Rome, Floyd County, Georgia (Work Plan) (Blasland, Bouck & Lee, Inc. [BBL], 2006).

### **1.2 Project Objectives**

The objective of the PA/SI data collection activities was to determine the presence or absence of chemical constituents in soil, sediment, and surface water at the Site that may be attributed to the former fertilizer plant. Based on experience at other former VCC sites, VCC related constituents are arsenic and lead. This report summarizes the PA/SI data collection activities and the generated data.

### **1.3 Site Description and Background**

#### **1.3.1 Site Location**

The former VCC-Rome Site is situated on six parcels of land located on the corner of Old Lindale Road and Douglas Street and contains approximately 20 acres of land in Rome, Georgia (Figure 2). The Site is bounded to the west by the Norfolk Southern Railway, to the south by Douglas Street, to the east by Old Lindale Road, and to the north by undeveloped properties (Figure 2). The former VCC property line was projected onto a United States Geological Survey (USGS) topographic map (Figure 1). The geographical location of the center of the Site is at 34.2082 North Latitude and 85.1793 West Longitude.

The former VCC-Rome property has been subdivided into six parcels; owners include the Southern Wholesale Co., Kellogg USA, Inc., and Thomas and Deborah Watkins (Figure 2).



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### 1.3.2 Former Facility Description

The Virginia-Carolina Chemical Company purchased the Site in 1898 and owned it until declaring bankruptcy in 1924. In 1926, Virginia-Carolina Chemical Corporation emerged as a new company and continued to own the Site. In 1963, Virginia-Carolina Chemical Corporation merged with Socony Mobil Oil Company and the company name changed in 1966 to Mobil Oil Company. Historical deeds indicate that Mobil Oil Company sold the Site to Southern Wholesale Corporation in 1968. In 1998, Exxon Corporation merged with Mobil Oil Company to form Exxon Mobil Corporation, the successor to the Virginia-Carolina Chemical Corporation.

Based upon a review of historical reference materials, the former VCC-Rome facility was a complete plant producing fertilizer. Fertilizer manufacturing began at the plant site prior to 1893 (as the Rome Chemical Works) and continued until sometime in the 1960's. A review of historical Sanborn maps provides the layout and components of the VCC facility. Structures associated with the facility included a fertilizer building, an acid plant structure, railroad sidings, a bag house, a superintendent's building, an office, a nitre house, an oil house, a coal bin, a water tower, an engine room, a sulfur bin, a rock house, a 140,000 gallon reservoir, water pipes, and a pump house. The approximate location of historical structures and railroad tracks are shown on Figure 3. Based on available Sanborn maps and historical aerial photographs, the VCC facility appears to have been removed sometime prior to 1972.

### 1.3.3 Land Cover and Vegetation

General land use within the Site currently includes industrial, commercial, undeveloped, and other (i.e., roads). Adjacent property usage includes a predominantly industrial neighborhood with manufacturing plants and undeveloped lots located on all sides of the Site. Site features currently include the buildings and parking lots associated with the properties owned by Kellogg, Southern Wholesale Co., and Watkins. In addition, a stormwater retention pond is located on the Kellogg property. The majority of the Site is covered by pavement or by buildings. Figure 3 depicts the approximate locations of major structures, improvements, and other features now or formerly situated within the boundaries of the former VCC-Rome property.

The former property is accessible from two public roads: Douglas Street and Old Lindale Road (Figure 3).

#### 1.3.4 Regional Geology and Hydrogeology

The Valley and Ridge Physiographic Province of northwestern Georgia is generally characterized by Paleozoic marine Sedimentary rock units that were faulted and folded during Permian deformation in response to the collision between Africa and North America (Bloom, 1978). Following prolonged weathering, the region is now characterized by hills and valleys that are oriented northeast-southwest, parallel to the overall regional structure.

Geologic units in the region age from Cambrian to Holocene. The Sedimentary rock units are Cambrian to Mississippian-aged limestone, dolomite, sandstone, shale, and chert. A description of these units is at <http://geology.about.com/library/bl/maps/georgiamap.jpg>, and in Cressler (1970). The main bedrock lithologies in the region consist of Mississippian age limestone and shale of the Floyd Formation. The unconsolidated surficial deposits are Quaternary alluvium in localized areas along stream channels and in floodplains, colluvium, and regolith (also known as "residuum"). Residuum, which covers the bedrock in most locations, is soil consisting of insoluble silt and clay that resulted from the deep weathering and partial dissolution of the bedrock.

The Sedimentary rocks that cover the area have been folded and faulted, and weathered to produce unconsolidated deposits on both the ridge tops and hill slopes, and in the valleys. All of Floyd County is within the Valley and Ridge Physiographic Province of northwest Georgia, a region of folded and faulted Paleozoic marine sedimentary rocks. A mountain-building event in the mid- to late Paleozoic Era folded and faulted the stratified bedrock units, and imparted a generally northeast-southwest structural fabric to the region. Cressler (1970) presented regional cross-sections depicting the folding and faults in the vicinity of Rome. In the general region of the Site, he showed a fold that he referred to as the Rome Fault, a low-angle thrust-fault that was later folded along with the Beach Creek Anticline, northwest of the site. The Rome thrust fault displaced the Cambrian Conasauga Formation (limestone) over younger rocks, including the Mississippian Floyd Formation (shale over basal limestone). Subsequent erosion of the fold has left the Conasauga Formation exposed in the areas northwest and southeast of the site, and the younger Floyd Formation shale and limestone at the Site.

The hydrologic system in the region consists of two hydrogeologic units: 1) unconsolidated surficial materials known as regolith or residuum; and 2) consolidated bedrock (limestone, dolomite, sandstone, shale, or chert). Within the clayey silt

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residuum, diffuse, generally downward groundwater flow occurs in tiny interstitial pore spaces between silt and clay particles (matrix flow). This unit overlies and is directly connected to the underlying consolidated hydrogeologic unit. The consolidated hydrogeologic unit consists of various lithologies that are connected laterally and vertically with surrounding lithologies as a continuum. The geologic formations that comprise the consolidated hydrogeologic units in the region surrounding the site include: Mississippian Bangor Limestone, Floyd shale, Lavender Shale Member of Ft. Payne Chert, and Ft. Payne Chert; Devonian Frog Mt. Sandstone; Silurian Red Mountain Formation; Upper Ordovician Formations (undivided) and Newals Limestone; and Cambrian Knox Group, Conasauga Fm., Rome Fm., and Shady Dolomite (Cressler, 1970).

Based on a review of STATSGO soil survey data provided by Environmental Data Resources (EDR, 2005), the soil underlying the former Site is classified as Shack, which includes cherty and silt-loam soil types. Additional soil characterization data were not provided.

Based on the limited data collected from soil borings advanced at the Site, the subsurface generally consisted of brown to reddish brown, soft to stiff, silty clay and clayey silt. Thin sand lenses were observed within shallow subsoil on the northern and southern portions of the Site, while clay was observed on the east-central portion of the Site. Trace amounts of potential magenta slag were observed in the 0 to 0.5 foot below ground surface (bgs) sample interval in borings advanced on the north-central and west-central portions of the Site. Weathered rock was also encountered on the south-central portion of the Site, at depths ranging from the ground surface to approximately 4 feet bgs.

### 1.4 Report Organization

The introduction provided in this section is followed in Section 2 with a description of the data collection activities that were performed at the Site. Section 3 presents the results of the data collection activities and Section 4 summarizes the findings of this investigation. Section 5 lists the references cited in this report.

This report has 3 appendices. These appendices provide soil boring sample descriptions (Appendix A), manifests detailing the disposal of investigation-derived waste (IDW) (Appendix B), and photographs taken during field activities (Appendix C).

## **2. Data Collection Activities**

### **2.1 Introduction**

Samples were collected in accordance with the USEPA-approved Work Plan (BBL, 2006) to determine the presence or absence of elevated concentrations of arsenic and lead in site media. Representatives of ARCADIS BBL (ABBL formerly BBL) implemented and oversaw the field activities which took place between March 19 and March 23, 2007. The field sampling activities are described below.

### **2.2 Data Collection Strategy**

A health and safety meeting for personnel was conducted on March 19 and field activities began on March 20, 2007. Prior to site activities, representatives from ABBL walked the Site and identified sample locations. Georgia Utilities Protection Center (UPC) was notified of the work and had marked the utilities in the area. Representatives of UP Spec Services, Inc. of Cleveland, Georgia (private utility locator) were onsite to verify marks by Georgia UPC and provide additional subsurface clearance services. As described in the approved Work Plan, samples were to be obtained from approximately twelve (12) soil boring locations and two (2) surface water/sediment sampling stations along Silver Creek and the unnamed creek north of the Site.

As part of this investigation, ABBL used a portable X-ray fluorescence (XRF) unit to screen soil samples for arsenic and lead concentrations. As soil samples were collected and analyzed, ABBL collected additional soil samples to further characterize the area around the former acid chambers and historical features present at the Site. The XRF provided real-time data and allowed this delineation to proceed expeditiously.

The field sampling activities described herein focused on the parcels associated with the former VCC property (Figure 2). Prior to field activities, written permission was obtained from each property owner to conduct the sampling activities.

### **2.3 Soil Sampling and Analysis Activities**

Soil sampling included the collection of surface and subsurface soil samples. Of the 12 proposed soil sample locations, three locations proposed along Old Lindale Road were eliminated due to the presence of subsurface utilities, which made it potentially unsafe to perform sampling activities (Figure 4). Six additional sample locations were added in

the central and southwestern portions of the property to provide additional characterization of the area where the former acid chambers were located. Two of these locations (RO-SB-13 and RO-SB-14) were added at the request of Kellogg. In addition to these extra soil borings, two additional surface soil samples were collected: sample RO-SB-15 was collected near recent roof drain line reconstruction and sample RO-SB-17 was collected along Douglas Street based upon visual observation of the presence of potential magenta slag. A total of 17 soil boring locations were sampled following the protocols described below. Sample locations are shown on Figure 4.

Surface soil samples were collected from unpaved areas from 0 to 0.5 feet bgs at 16 locations (RO-SB-01 through RO-SB-04 and RO-SB-06 through RO-SB-17) across the Site. The surface at sample location RO-SB-5 consisted of gravel fill; therefore, a 0 to 0.5 foot sample was not collected. Surficial soil samples were collected using properly decontaminated hand augers and/or trowels.

Subsurface soil samples were collected at 15 soil boring locations (RO-SB-01 through RO-SB-14 and RO-SB-16) using properly decontaminated hand augers. Only surficial samples were collected from locations RO-SB-15 and RO-SB-17 due to the presence of utilities. At each soil boring location, subsurface samples were collected from 0.5-2 feet bgs and 2-4 feet bgs unless refusal was encountered. In addition, two sample locations (RO-SB-2 and RO-SB-9) were selected for additional sampling based on XRF field screening results. At these locations, samples were collected from 4-6 and 6-8 feet bgs. Soil boring locations are shown on Figure 4.

The soil samples were screened in the field using a portable XRF instrument and submitted to TestAmerica, Inc. of Nashville, Tennessee (TestAmerica) for arsenic and lead analyses in accordance with the methods specified in the Work Plan. A summary of the samples collected and the analyses performed is presented in Table 1. Physical descriptions of soil samples collected are presented in Appendix A.

#### **2.4 Sediment Sampling and Analysis Activities**

Two sediment samples were collected at the Site on March 21, 2007. The PA/SI Work Plan incorrectly identified a surface water feature north of the Site. Upon inspection of the Site, the feature north of the Site was identified as an access road, not a surface water feature; therefore, this sediment sample location was adjusted. Sediment samples were collected from two locations within Silver Creek: one approximately 500 feet southwest of the Site and one approximately 500 feet north-northwest of the Site (Figure 5).

Sediment samples were collected in accordance with the procedures specified in the approved Work Plan (BBL, 2006). The sediment samples were analyzed by TestAmerica for arsenic and lead. A summary of samples collected as part of the sediment sampling program is presented in Table 1.

## **2.5 Surface Water Sampling and Analysis**

Two surface water samples were collected from the Site on March 21, 2007. Surface water samples were co-located with the sediment sample locations in Silver Creek as described above (Figure 5). The surface water samples were analyzed by TestAmerica for arsenic and lead.

Surface water quality data was obtained in the field at each sample location for pH, temperature, specific conductivity, dissolved oxygen, turbidity, and oxidation-reduction potential using a Horiba U-22 multi-parameter water quality meter I. A summary of the surface water sampling program is presented in Table 1.

## **2.6 Investigation-Derived Waste Sampling**

A total of 6 drums (2 containing decontamination water, 2 containing soil, and 2 containing personal protective equipment (PPE) and plastic) of IDW were generated during the sampling activities at the Site. One set of drums (1 drum containing decontamination water, 1 drum containing soil, and 1 drum containing personal protective equipment [PPE] and plastic) was staged on the Kellogg property and contained materials generated during the collection of samples from the Kellogg property. A second set of drums (1 drum containing decontamination water, 1 drum containing soil, and 1 drum containing PPE and plastic) was staged on the Southern Wholesale Co. property and contained material generated with the collection of samples from the remaining areas.

A composite sample was collected from each set of soil drums prior to disposal and analyzed for Toxicity Characteristic Leaching Procedure (TCLP) metals. Samples from the drums containing decontamination water were analyzed for target analyte list (TAL) metals and pH. These data were used to characterize IDW materials for proper transport and disposal. A summary of the IDW sampling program is presented in Table 1.

## 2.7 Surveying

Soil and sediment/surface water sample locations were located and documented by ABBL using a handheld Global Positioning System (GPS) unit, which is accurate to 3 meters.

## 2.8 Data Validation

Laboratory analytical data were validated by ABBL data validators to evaluate data quality and accuracy. Data validation entails a review of the quality control (QC) data and the raw data to verify that the laboratory was operating within required limits, the analytical results are correctly transcribed from the instrument read outs, and which, if any, environmental samples are related to any deficient QC samples. The objective of the data validation is to identify any questionable or invalid laboratory measurements and to determine if the quality is sufficient to meet the data quality objectives. A summary of the field quality control sampling program is presented in Table 1.

### 3. Summary of Results

Soil, sediment, and surface water samples were collected and analyzed for arsenic and lead as described in Section 2. Sample locations are shown on Figures 4 and 5. This section of the report describes the results of the field screening and laboratory analytical analyses.

#### 3.1 Soil Sample Results

A total of 52 soil samples were collected from the Site from the locations shown on Figure 4 and screened in the field for arsenic and lead using the XRF unit. Arsenic and lead concentrations were recorded for each sample. The soil samples were then submitted to, and analyzed by, TestAmerica for arsenic and lead. Laboratory analytical results are provided in Tables 2 through 4.

Soil sample results were compared to USEPA's screening levels of 27 milligrams per kilogram (mg/kg) and 800 mg/kg for arsenic and lead, respectively. The screening level for arsenic of 27 mg/kg is a USEPA-determined value which is used as a remediation endpoint at similar former VCC fertilizer sites in USEPA Region 4. The screening level for lead of 800 mg/kg is based on the USEPA Region 9 Preliminary Remediation Goal (PRG) for lead with industrial site use.

Elevated arsenic and lead concentrations were most frequently detected in samples collected from the western portion of the Site with the highest concentrations located to the northwest. The locations of soil borings that exceed the screening levels are shown on Figure 6. Sample results exceeding the screening levels are identified in Tables 2 through 4. Table 8 presents the concentrations of analytes detected in the associated field QC samples.

The following text presents the results of the soil samples collected described for each property.

##### 3.1.1 Southern Wholesale Co. Property

Arsenic and/or lead were detected at or above the screening levels in 10 of the 16 soil samples collected from the Southern Wholesale Co. property. Metals concentrations in soil samples, as determined by the laboratory, varied from 9.07 mg/kg to 5,070 mg/kg for arsenic and 15.3 mg/kg to 34,900 mg/kg for lead. Results of the samples collected from the Southern Wholesale Co. Property are included in Table 2.



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### 3.1.2 Watkins Property

Arsenic and/or lead were detected at or above the screening levels in 5 of the 18 soil samples collected from the Watkins property. Metals concentrations in soil samples, as determined by the laboratory, varied from 5.19 mg/kg to 165 mg/kg for arsenic and 14.1 mg/kg to 5,540 mg/kg for lead. Results of the samples collected from the Watkins Property are included in Table 3.

### 3.1.3 Kellogg Property

Arsenic was detected at or above the screening levels in 2 of the 15 soil samples collected from the Kellogg property. Metals concentrations in soil samples, as determined by the laboratory, varied from 2.94 mg/kg to 34.1 mg/kg for arsenic and 3.26 mg/kg to 456 mg/kg for lead. Results of the samples collected from the Kellogg Property are included in Table 4.

## 3.2 Occurrence of Pyrite Slag

Trace amounts of potential magenta slag were recovered from the ground surface to an approximate depth of 6 inches bgs in three soil borings. As indicated in Appendix A, potential slag was observed in samples collected from soil borings RO-SB-2, RO-SB-9, and RO-SB-12. These soil borings are located on the western portion of the Site where the former phosphate fertilizer manufacturing facility was located (Figure 6).

## 3.3 Sediment Sample Results

Two sediment samples were collected at the Site at the locations shown on Figure 5. Samples were collected from 0 to 0.5 feet below sediment surface and analyzed for arsenic and lead. The maximum arsenic and lead concentrations detected in sediment were 19.9 mg/kg and 65.4 mg/kg, respectively. None of the sediment samples had concentrations greater than the soil screening levels of 27 mg/kg and 800 mg/kg for arsenic and lead, respectively. A summary of the laboratory results and a comparison to the screening levels are provided in Table 5.

## 3.4 Surface Water Sample Results

Two surface water samples were collected at the Site and were co-located with the sediment samples described above and are shown on Figure 5. Arsenic and lead were not detected in the surface water samples collected from Silver Creek; the reporting

limits for these samples were at or below USEPA's maximum contaminant level (MCL) for arsenic and lead. Surface water analytical results, including field water quality parameters, are included in Table 6.

### 3.5 Investigation-Derived Waste Disposal

A total of 6 drums (2 containing decontamination water, 2 containing personal protective equipment and plastic, and 2 containing soil) of IDW were generated during the sampling activities at the Site. Sample results from the drums staged on the Kellogg property were characterized as non-hazardous. Haz-Mat Transportation and Disposal, Inc. (Haz-Mat) transported and disposed of the drums containing liquids at their Charlotte, North Carolina facility. Drums containing soil and PPE were transported by Haz-Mat to the BFI Landfill located in Concord, North Carolina. Sample results of the drums staged on the Southern Wholesale Co. property were characterized as non-hazardous for the soil and PPE drums and characterized as hazardous for the decontamination fluid drum. Haz-Mat also transported and disposed of the drums containing soil and PPE to the BFI Landfill located in Concord, North Carolina while the drum containing hazardous decontamination fluid was transported and disposed of at the Clean Harbors Hazardous Waste facility in Reidsville, North Carolina.

Analytical results of the IDW drums are presented in Table 7. Copies of the waste manifests are provided in Appendix B.

#### **4. Summary**

This section summarizes the results of the data collection activities associated with the former VCC property located in Rome, Floyd County, Georgia. As described previously, the constituents of concern are arsenic and lead. Descriptions of the media-specific analytical results are provided below.

##### **4.1 Soil**

Arsenic and lead were detected in several soil samples collected from the Site at concentrations above the screening levels of 27 mg/kg and 800 mg/kg, respectively. The majority of samples with elevated arsenic and/or lead concentrations were collected in the western portion of the Site in the vicinity of the former fertilizer manufacturing facility. The location of soil samples containing arsenic and/or lead at concentrations above the screening levels are depicted on Figure 6.

Trace amounts of potential magenta slag were observed in the 0 to 0.5 foot bgs sample interval in soil borings RO-SB-2, RO-SB-9, and RO-SB-12, which are located in the western portion of the Site in the vicinity of the former fertilizer manufacturing facility (Figure 6).

##### **4.2 Sediment**

Sediment samples were collected from two locations in Silver Creek. Neither of the sediment samples collected at the Site contained arsenic and/or lead above the soil screening levels of 27 mg/kg and 800 mg/kg, respectively.

##### **4.3 Surface Water**

Surface water samples were collected from two locations in Silver Creek. Arsenic and lead were not detected in either of the surface water samples collected.

## 5. References

- BBL, 2006. Preliminary Assessment/Site Inspection Work Plan for Former Virginia Carolina Chemical Corporation Site – Rome, Floyd County, Georgia, April 2006.
- Bloom, A.L., 1978. Geomorphology: A Systematic Analysis of Late Cenozoic Landforms. Prentice-Hall, Englewood Cliffs, New Jersey. 510 p.
- Cressler, C.W., 1970. Geology and Groundwater Resources of Floyd and Polk Counties, Georgia. The Geological Survey of Georgia, Information Circular 39.
- EDR, 2007. The EDR Radius Map with GeoCheck®. Rome Site, Douglas St and Old Lindale Ave, Rome, GA 30161. Inquiry Number: 1403600.2s. April 19, 2005.



**Table 1**  
**Summary of Sample Analytical Program**  
**PA/SI Report**  
**VCC - Rome, Georgia**

Sample Name	Depth (feet)	Sample Date	Arsenic and Lead Field Measurement	Laboratory Measurement				Comments
				Arsenic and Lead	pH	TCLP Metals	TAL Metals	
Soil								
RO-SB-1 (0-0.5')	0-0.5	03/21/07	X	X				
RO-SB-1 (0.5-2')	0.5-2	03/21/07	X	X				
RO-SB-1 (2-4')	2-4	03/21/07	X	X				
RO-SB-2 (0-0.5')	0-0.5	03/21/07	X	X				
RO-SB-2 (0.5-2')	0.5-2	03/21/07	X	X				
RO-SB-2 (2-4')	2-4	03/21/07	X	X				
RO-SB-2 (4-6')	4-6	03/21/07	X	X				
RO-SB-2 (6-8')	6-8	03/21/07	X	X				
RO-SB-3 (0-0.5')	0-0.5	03/20/07	X	X				
RO-DUP-01	NA	03/20/07		X				Field Duplicate of RO-SB-03 (0-0.5)
RO-SB-3 (0.5 - 2')	0.5-2	03/20/07	X	X				MS/MSD
RO-SB-3 (2-4')	2-4	03/20/07	X	X				
RO-SB-4 (0-0.5')	0-0.5	03/21/07	X	X				
RO-SB-4 (0.5-1')	0.5-1	03/21/07	X	X				
RO-SB-5 (0.5-2')	0.5-2	03/21/07	X	X				MS/MSD
RO-SB-5 (2-4')	2-4	03/21/07	X	X				
RO-SB-6 (0-0.5')	0-0.5	03/20/07	X	X				
RO-SB-6 (0.5-2')	0.5-2	03/20/07	X	X				
RO-SB-6 (2-4')	2-4	03/20/07	X	X				
RO-SB-7 (0-0.5')	0-0.5	03/20/07	X	X				
RO-SB-7 (0.5-2')	0.5-2	03/20/07	X	X				
RO-SB-7 (2-4')	2-4	03/20/07	X	X				
RO-SB-8 (0-0.5')	0-0.5	03/22/07	X	X				
RO-SB-8 (0.5-2')	0.5-2	03/22/07	X	X				
RO-SB-8 (2-4')	2-4	03/22/07	X	X				
RO-SB-9 (0-0.5')	0-0.5	03/21/07	X	X				
RO-DUP-02	NA	03/21/07		X				Field Duplicate of RO-SB-9 (0-0.5')
RO-SB-9 (0.5-2')	0.5-2	03/21/07	X	X				
RO-SB-9 (2-4')	2-4	03/21/07	X	X				
RO-SB-9 (4-6')	4-6	03/21/07	X	X				
RO-SB-9 (6-8')	6-8	03/21/07	X	X				
RO-SB-10 (0-0.5')	0-0.5	03/20/07	X	X				
RO-SB-10 (0.5-2')	0.5-2	03/20/07	X	X				
RO-SB-10 (2-4')	2-4	03/20/07	X	X				
RO-SB-11 (0-0.5')	0-0.5	03/20/07	X	X				
RO-SB-11 (0.5-2')	0.5-2	03/20/07	X	X				
RO-SB-11 (2-4')	2-4	03/20/07	X	X				
RO-SB-12 (0-0.5')	0-0.5	03/22/07	X	X				
RO-DUP-03	NA	03/22/07		X				Field Duplicate of RO-SB-12 (0-0.5')
RO-SB-12 (0.5-2')	0.5-2	03/22/07	X	X				
RO-SB-12 (2-4')	2-4	03/22/07	X	X				MS/MSD

**Table 1**  
**Summary of Sample Analytical Program**  
**PA/SI Report**  
**VCC - Rome, Georgia**

Sample Name	Depth (feet)	Sample Date	Arsenic and Lead Field Measurement	Laboratory Measurement				Comments
				Arsenic and Lead	pH	TCLP Metals	TAL Metals	
RO-SB-13 (0-0.5')	0-0.5	03/20/07	X	X				
RO-SB-13 (0.5-2')	0.5-2	03/20/07	X	X				
RO-SB-13 (2-4')	2-4	03/20/07	X	X				
RO-SB-14 (0-0.5')	0-0.5	03/20/07	X	X				
RO-SB-14 (0.5-2')	0.5-2	03/20/07	X	X				
RO-SB-14 (2-4')	2-4	03/20/07	X	X				
RO-SB-15 (0-0.2')	0-0.2	03/21/07	X	X				
RO-SB-16 (0-0.5')	0-0.5	03/22/07	X	X				
RO-SB-16 (0.5-2')	0.5-2	03/22/07	X	X				
RO-SB-16 (2-4')	2-4	03/22/07	X	X				
RO-SB-17 (0-0.2')	0-0.2	03/22/07		X				
<b>Sediment</b>								
RO-SD-1		03/21/07		X				MS/MSD
RO-SD-2		03/21/07		X				
RO-SD-DUP01		03/21/07		X				Field Duplicate of RO-SD-01
<b>Surface Water</b>								
RO-SW-1		03/21/07		X				MS/MSD
RO-SW-2		03/21/07		X				
RO-SW-DUP01		03/21/07		X				Field Duplicate of RO-SW-1
<b>Equipment Blanks</b>								
RO-QA-EB-032007		03/20/07		X				Field Equipment Blank
RO-QA-EB-032107		03/21/07		X				Field Equipment Blank
RO-QA-EB-032107SD		03/21/07		X				Field Equipment Blank
RO-QA-EB-032207		03/22/07		X				Field Equipment Blank
<b>IDW</b>								
RO-IDW-01		03/22/07				X		Investigative Derived Waste - Soil
RO-IDW-02		03/22/07			X			Investigative Derived Waste - Water
RO-IDW-03 (K)		03/22/07				X		Investigative Derived Waste - Soil
RO-IDW-04 (K)		03/22/07			X			Investigative Derived Waste - Water

**Notes:**

1. Samples depths are measured in feet below ground surface.
  2. Laboratory measurements were performed by TestAmerica, Inc. of Nashville, Tennessee.
  3. Sample locations are shown on Figures 4 and 5.
  4. (K) = Kellogg property.
- MS/MSD - matrix spike/matrix spike duplicate.

Table 2

Summary of Arsenic and Lead in Soil Samples  
Collected from the Southern Wholesale Co. Property  
VCC - Rome, Georgia

Analyte	Screening Values	Units	Concentration in Sample:							
			RO-SB-1	RO-SB-1	RO-SB-1	RO-SB-2	RO-SB-2	RO-SB-2	RO-SB-2	RO-SB-2
			0 - 0.5 ft bgs	0.5 - 2 ft bgs	2 - 4 ft bgs	0 - 0.5 ft bgs	0.5 - 2 ft bgs	2 - 4 ft bgs	4 - 6 ft bgs	
			3/21/2007	3/21/2007	3/21/2007	3/21/2007	3/21/2007	3/21/2007	3/21/2007	3/21/2007
<b>Inorganics</b>										
Arsenic	27	mg/kg	107	39.2	34.2	5,070	1,200	36.3	16.6	
Lead	800	mg/kg	352	43.4	67.9	34,900	338	32.2	19.3	
<b>Miscellaneous</b>										
% Dry Solids	--	%	82.8	79.5	80.7	86.1	82.7	81	79.7	

**Notes:**

J - estimated value

mg/kg - milligrams per kilogram

ft bgs - feet below ground surface

Shaded values exceed screening levels.



**Table 2**  
**Summary of Arsenic and Lead in Soil Samples**  
**Collected from the Southern Wholesale Co. Property**  
**VCC - Rome, Georgia**

Analyte	Screening Values	Units	Concentration in Sample:								
			RO-SB-2	RO-SB-4	RO-SB-4	RO-SB-5	RO-SB-5	RO-SB-6	RO-SB-6		
			6 - 8 ft bgs 3/21/2007	0 - 0.5 ft bgs 3/21/2007	0.5 - 2 ft bgs 3/21/2007	2 - 4 ft bgs 3/21/2007	0.5 - 2 ft bgs 3/21/2007	0 - 0.5 ft bgs 3/20/2007	0.5 - 2 ft bgs 3/20/2007		
<b>Inorganics</b>											
Arsenic	27	mg/kg	63.4	19	12.8	28.1	27.3	18.5	15.6		
Lead	800	mg/kg	16.2	33.9	18.4	30.7	30.2	40.8	25.3		
<b>Miscellaneous</b>											
% Dry Solids	--	%	81.6	83.6	71.9	82.3	75.4	72.5	81		

**Notes:**

J - estimated value  
 mg/kg - milligrams per kilogram  
 ft bgs - feet below ground surface  
 Shaded values exceed screening levels.

**Table 2**  
**Summary of Arsenic and Lead in Soil Samples**  
**Collected from the Southern Wholesale Co. Property**  
**VCC - Rome, Georgia**

Analyte	Screening Values	Units	Concentration in Sample:	
			RO-SB-6 2 - 4 ft bgs 3/20/2007	RO-SB-15 0 - 0.2 ft bgs 3/21/2007
<b>Inorganics</b>				
Arsenic	27	mg/kg	9.07	40.5 J
Lead	800	mg/kg	15.3	68.1 J
<b>Miscellaneous</b>				
% Dry Solids	--	%	83.3	79.8

**Notes:**

J - estimated value  
 mg/kg - milligrams per kilogram  
 ft bgs - feet below ground surface  
 Shaded values exceed screening levels.

**Table 3**  
**Summary of Arsenic and Lead in Soil Samples**  
**Collected from the Watkins Property**  
**VCC - Rome, Georgia**

Analyte	Screening Values	Units	Concentration in Sample:							
			RO-SB-8 0 - 0.5 ft bgs 3/22/2007	RO-SB-8 0.5 - 2 ft bgs 3/22/2007	RO-SB-8 2 - 4 ft bgs 3/22/2007	RO-SB-8 0 - 0.5 ft bgs 3/21/2007	RO-SB-9 0 - 0.5 ft bgs 3/21/2007	RO-SB-9-DUP 0 - 0.5 ft bgs 3/21/2007	RO-SB-9 0.5 - 2 ft bgs 3/21/2007	RO-SB-9 2 - 4 ft bgs 3/21/2007
<b>Inorganics</b>										
Arsenic	27	mg/kg	16.8	15.4	13.9	20.5	19.7	13.6	42.4	
Lead	800	mg/kg	147	32.2	15	230	274	36.9	485	
<b>Miscellaneous</b>										
% Dry Solids	--	%	82.7	84	80.3	87.9	87.4	85.7	86.1	

**Notes:**

J - estimated value  
mg/kg - milligrams per kilogram  
ft bgs - feet below ground surface  
Shaded values exceed screening levels.

**Table 3**  
**Summary of Arsenic and Lead in Soil Samples**  
**Collected from the Watkins Property**  
**VCC - Rome, Georgia**

Concentration in Sample:									
Analyte	Screening Values	Units	RO-SB-9	RO-SB-9	RO-SB-10	RO-SB-10	RO-SB-10	RO-SB-12	RO-SB-12-DUP
			4 - 6 ft bgs 3/21/2007	6 - 8 ft bgs 3/21/2007	0 - 0.5 ft bgs 3/20/2007	0.5 - 2 ft bgs 3/20/2007	2 - 4 ft bgs 3/20/2007	0 - 0.5 ft bgs 3/22/2007	0 - 0.5 ft bgs 3/22/2007
<b>Inorganics</b>									
Arsenic	27	mg/kg	44.4	24.7	13.5	5.19	3.76	79.6	165
Lead	800	mg/kg	707	30.8	139	20.6	14.1	3,210	5,540
<b>Miscellaneous</b>									
% Dry Solids	--	%	83	76.2	84.5	83.7	87.1	78.7	78.7

**Notes:**

J - estimated value  
 mg/kg - milligrams per kilogram  
 ft bgs - feet below ground surface  
 Shaded values exceed screening levels.

**Table 3**  
**Summary of Arsenic and Lead in Soil Samples**  
**Collected from the Watkins Property**  
**VCC - Rome, Georgia**

Analyte	Screening Values	Units	Concentration in Sample:							
			RO-SB-12	RO-SB-12	RO-SB-16	RO-SB-16	RO-SB-16	RO-SB-16	RO-SB-17	RO-SB-17
			0.5 - 2 ft bgs	2 - 4 ft bgs	0 - 0.5 ft bgs	0.5 - 2 ft bgs	2 - 4 ft bgs	0 - 0.2 ft bgs	0 - 0.2 ft bgs	0 - 0.2 ft bgs
			3/22/2007	3/22/2007	3/22/2007	3/22/2007	3/22/2007	3/22/2007	3/22/2007	3/22/2007
<b>Inorganics</b>										
Arsenic	27	mg/kg	32.6	25.6 J	18.6	9.55	8.51	48.3		
Lead	800	mg/kg	1,010	204 J	60.9	14.8	14.5	446		
<b>Miscellaneous</b>										
% Dry Solids	--	%	77.9	81.2	80.4	81.7	80	82.3		

**Notes:**

J - estimated value  
 mg/kg - milligrams per kilogram  
 ft bgs - feet below ground surface  
 Shaded values exceed screening levels.

**Table 4**  
**Summary of Arsenic and Lead in Soil Samples**  
**Collected from the Kellogg Property**  
**VCC - Rome, Georgia**

Analyte	Screening Values	Units	Concentration in Sample:					
			RO-SB-3	RO-SB-3-DUP	RO-SB-3	RO-SB-3	RO-SB-7	RO-SB-7
			0 - 0.5 ft bgs 3/20/2007	0 - 0.5 ft bgs 3/20/2007	0.5 - 2 ft bgs 3/20/2007	2 - 4 ft bgs 3/20/2007	0 - 0.5 ft bgs 3/20/2007	0.5 - 2 ft bgs 3/20/2007
<b>Inorganics</b>								
Arsenic	27	mg/kg	20.1 J	21.6 J	14.8	21.8 J	14.8	18.8
Lead	800	mg/kg	49.6 J	48.3 J	38.5 J	22.6 J	41.8	46.2
<b>Miscellaneous</b>								
% Dry Solids	--	%	85.2	87.8	84.3	83.3	90.6	83.1

**Notes:**

J - estimated value  
 mg/kg - milligrams per kilogram  
 ft bgs - feet below ground surface  
 Shaded values exceed screening levels.

**Table 4**  
**Summary of Arsenic and Lead in Soil Samples**  
**Collected from the Kellogg Property**  
**VCC - Rome, Georgia**

Analyte	Screening Values	Units	Concentration in Sample:							
			RO-SB-7	RO-SB-11	RO-SB-11	RO-SB-11	RO-SB-11	RO-SB-13	RO-SB-13	RO-SB-13
			2 - 4 ft bgs	0 - 0.5 ft bgs	0.5 - 2 ft bgs	2 - 4 ft bgs	0 - 0.5 ft bgs	0.5 - 2 ft bgs	0.5 - 2 ft bgs	0.5 - 2 ft bgs
			3/20/2007	3/20/2007	3/20/2007	3/20/2007	3/20/2007	3/20/2007	3/20/2007	3/20/2007
<b>Inorganics</b>										
Arsenic	27	mg/kg	21.4	6.01	3.58	34.1	12.8 J	19.7 J		
Lead	800	mg/kg	43.4	14.5	10.8	456	24.9 J	22.6 J		
<b>Miscellaneous</b>										
% Dry Solids	--	%	81.2	80.3	89.5	80	83.6	75.4		

**Notes:**

J - estimated value  
 mg/kg - milligrams per kilogram  
 ft bgs - feet below ground surface  
 Shaded values exceed screening levels.

**Table 4**  
**Summary of Arsenic and Lead in Soil Samples**  
**Collected from the Kellogg Property**  
**VCC - Rome, Georgia**

Analyte	Screening Values	Units	Concentration in Sample:					
			RO-SB-13	RO-SB-14	RO-SB-14	RO-SB-14	RO-SB-14	RO-SB-14
			2 - 4 ft bgs 3/20/2007	0 - 0.5 ft bgs 3/20/2007	0.5 - 2 ft bgs 3/20/2007	2 - 4 ft bgs 3/20/2007	2 - 4 ft bgs 3/20/2007	2 - 4 ft bgs 3/20/2007
<b>Inorganics</b>								
Arsenic	27	mg/kg	14.1 J	2.94 J	29.7 J			19.3 J
Lead	800	mg/kg	18.5 J	3.26 J	86.3 J			11.8 J
<b>Miscellaneous</b>								
% Dry Solids	--	%	70.3	85.1	79			74.7

**Notes:**

J - estimated value  
mg/kg - milligrams per kilogram  
ft bgs - feet below ground surface  
Shaded values exceed screening levels.



**Table 5**  
**Summary of Arsenic and Lead in Sediment Samples**  
**VCC - Rome, Georgia**

Analyte	Screening Values	Units	Concentration in Sample:			
			RO-SD-1		RO-SD-2	
			0 - 0.5 ft bgs 3/21/2007	0 - 0.5 ft bgs 3/21/2007	0 - 0.5 ft bgs 3/21/2007	0 - 0.5 ft bgs 3/21/2007
<b>Inorganics</b>						
Arsenic	27	mg/kg	17.6	16.6		19.9
Lead	800	mg/kg	52.3	65.4		36.3
<b>Miscellaneous</b>						
% Dry Solids	--	%	62.4	58.3		81.8

**Notes:**

mg/kg - milligrams per kilogram  
ft bgs - feet below ground surface

**Table 6**  
**Summary of Arsenic and Lead in Surface Water Samples**  
**VCC - Rome, Georgia**

Analyte	Screening Values	Units	Concentration in Sample:			
			RO-SW-1 3/21/2007	RO-SW-1-DUP 3/21/2007	RO-SW-2 3/21/2007	
<b>Inorganics</b>						
Arsenic	0.010	mg/L	0.01 U	0.01 U	0.01 U	
Lead	0.015	mg/L	0.005 U	0.005 U	0.005 U	
<b>Field Parameters</b>						
Dissolved Oxygen	--	mg/L	11.64	NA	17.31	
ORP	--	mV	195.1	NA	125.6	
pH	--	SU	7.37	NA	8.09	
Specific Conductivity	--	mS/cm	0.252	NA	0.255	
Temperature	--	°C	16.39	NA	17.03	
Turbidity	--	NTU	14	NA	4.5	

**Notes:**

U - not detected  
 mg/L - milligrams per liter  
 mV - millivolt  
 NA - not analyzed  
 SU - standard units  
 mS/cm - millisiemens per centimeter  
 °C - degrees Celcius  
 NTU - nephelometric turbidity units  
 Screening values are USEPA's MCLs.

**Table 7**  
**Summary of Investigation-Derived Waste Samples**  
**VCC Rome, Georgia**

Analyte	Regulatory Levels	Units	Concentration in Sample:			
			RO-IDW-01 3/22/2007	RO-IDW-02 3/22/2007	RO-IDW-03 (K) 3/22/2007	RO-IDW-04 (K) 3/22/2007
Inorganics						
Aluminum	--	mg/L	NA	43	NA	35.9
Antimony	--	mg/L	NA	0.016 J	NA	0.01 UJ
Arsenic	5	mg/L	0.123 U	0.308	0.114 U	0.017
Barium	100	mg/L	0.73	0.466	0.62	0.3
Cadmium	1	mg/L	0.054	0.0012	0.01 U	0.0154
Calcium	--	mg/L	NA	28.7	NA	8.77
Chromium	5	mg/L	0.263	0.172	0.05 U	0.0581
Cobalt	--	mg/L	NA	0.0421	NA	0.0356
Copper	--	mg/L	NA	0.327	NA	0.0871
Iron	--	mg/L	NA	107	NA	61.2
Lead	5	mg/L	0.839	7.02 J	0.05 U	0.128 J
Magnesium	--	mg/L	NA	3.55	NA	2.37
Manganese	--	mg/L	NA	4.17	NA	4.42
Mercury	0.2	mg/L	0.01 U	0.0235	0.01 U	0.000151 J
Nickel	--	mg/L	NA	0.0987	NA	0.0463
Potassium	--	mg/L	NA	7.78	NA	7.5
Selenium	1	mg/L	0.1 U	0.0531 J	0.1 U	0.0123 J
Silver	5	mg/L	0.05 U	0.005 U	0.05 U	0.005 U
Sodium	--	mg/L	NA	8.3	NA	7.31
Thallium	--	mg/L	NA	0.01 U	NA	0.0098 J
Vanadium	--	mg/L	NA	0.0925	NA	0.0742
Zinc	--	mg/L	NA	0.795	NA	0.305
Miscellaneous						
pH	<2	pH Units	NA	1.5	NA	7.2
% Dry Solids	--	%	81.5	NA	87.7	NA

**Notes:**

J - estimated value  
U - not detected  
mg/L - milligrams per liter  
NA - not analyzed  
**Shaded values exceed regulatory levels.**  
Regulatory levels are those levels at which waste is hazardous.

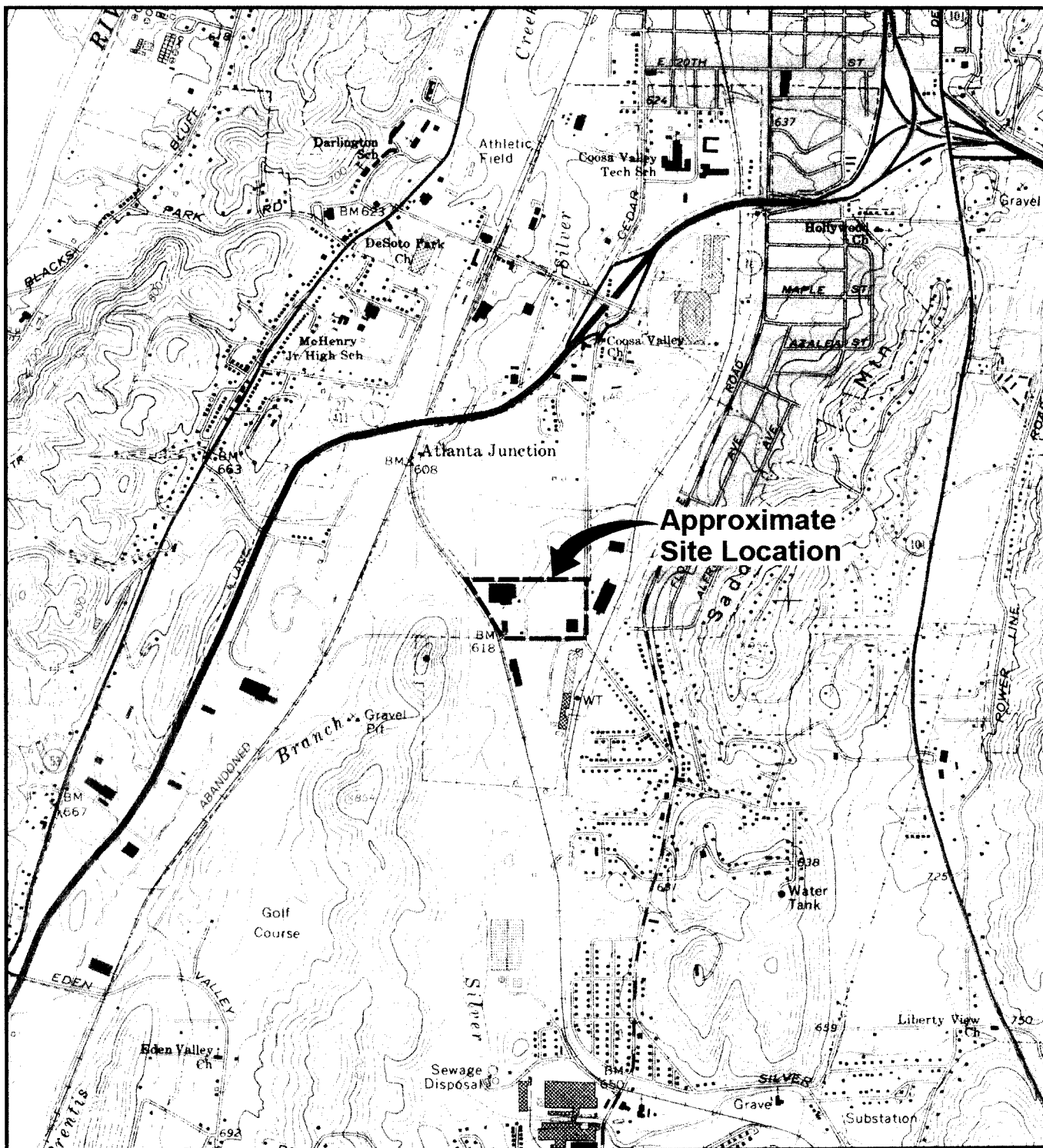
Table 8  
Summary of Results for Field Quality Control Sampling  
VCC - Rome, Georgia

Analyte	Units	Concentration in Sample:			
		QA-EB-032007 3/20/2007	QA-EB-032107 3/21/2007	QA-EB-032107SD 3/21/2007	QA-EB-032207 3/22/2007
Inorganics					
Arsenic	mg/L	0.01 U	0.01 U	0.01 U	0.01 U
Lead	mg/L	0.005 U	0.005 U	0.005 U	0.005 U

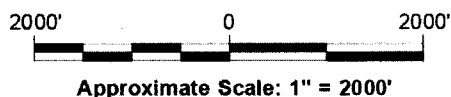
**Notes:**

U - not detected  
mg/L - milligrams per liter

## Figures



REFERENCE: Base Map USGS 7.5 Min. Quad., Rome South, GA, 1968, Photorevised 1985.

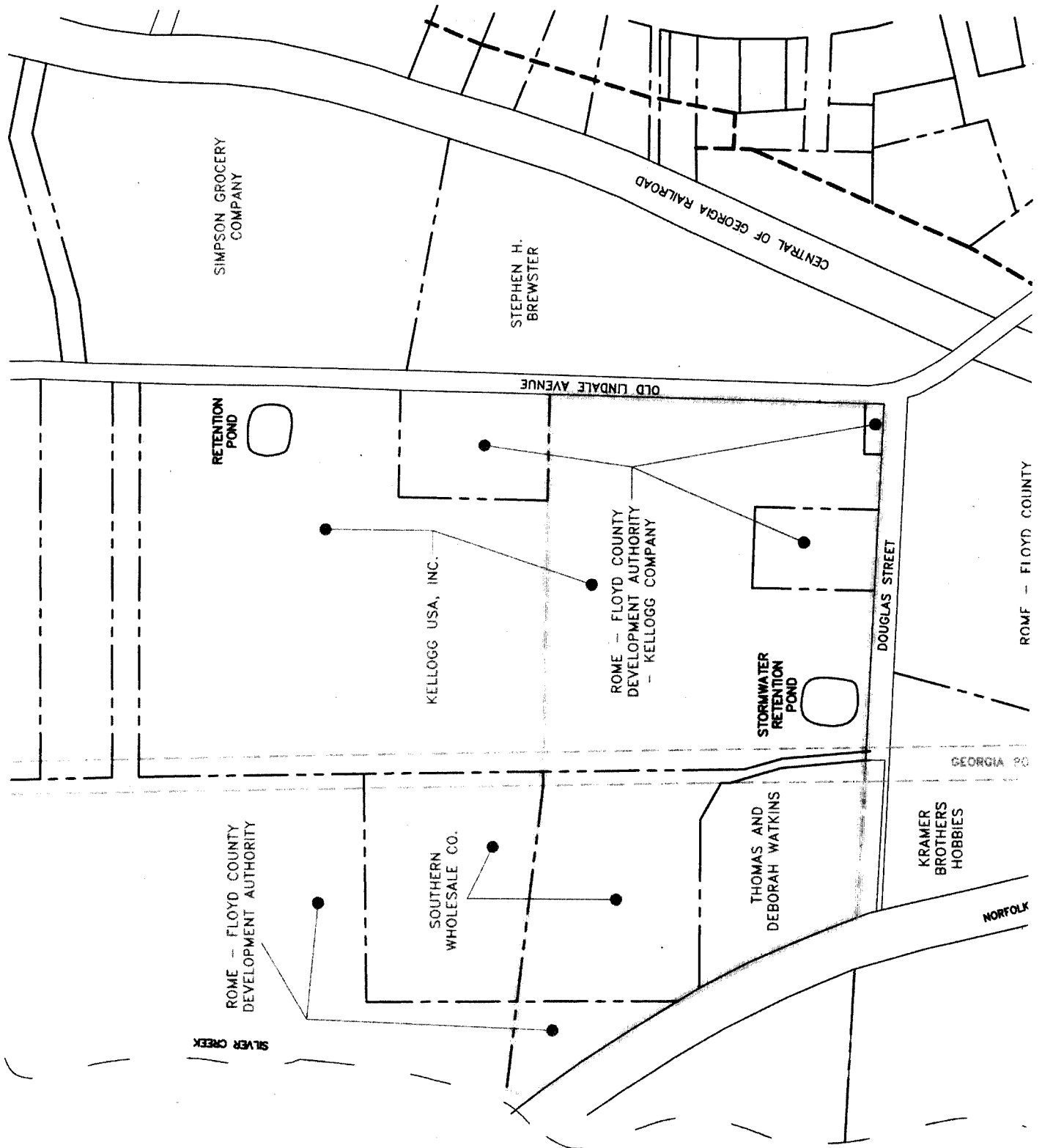


EXXONMOBIL  
ROME, GEORGIA  
PA/SI REPORT

## SITE LOCATION MAP

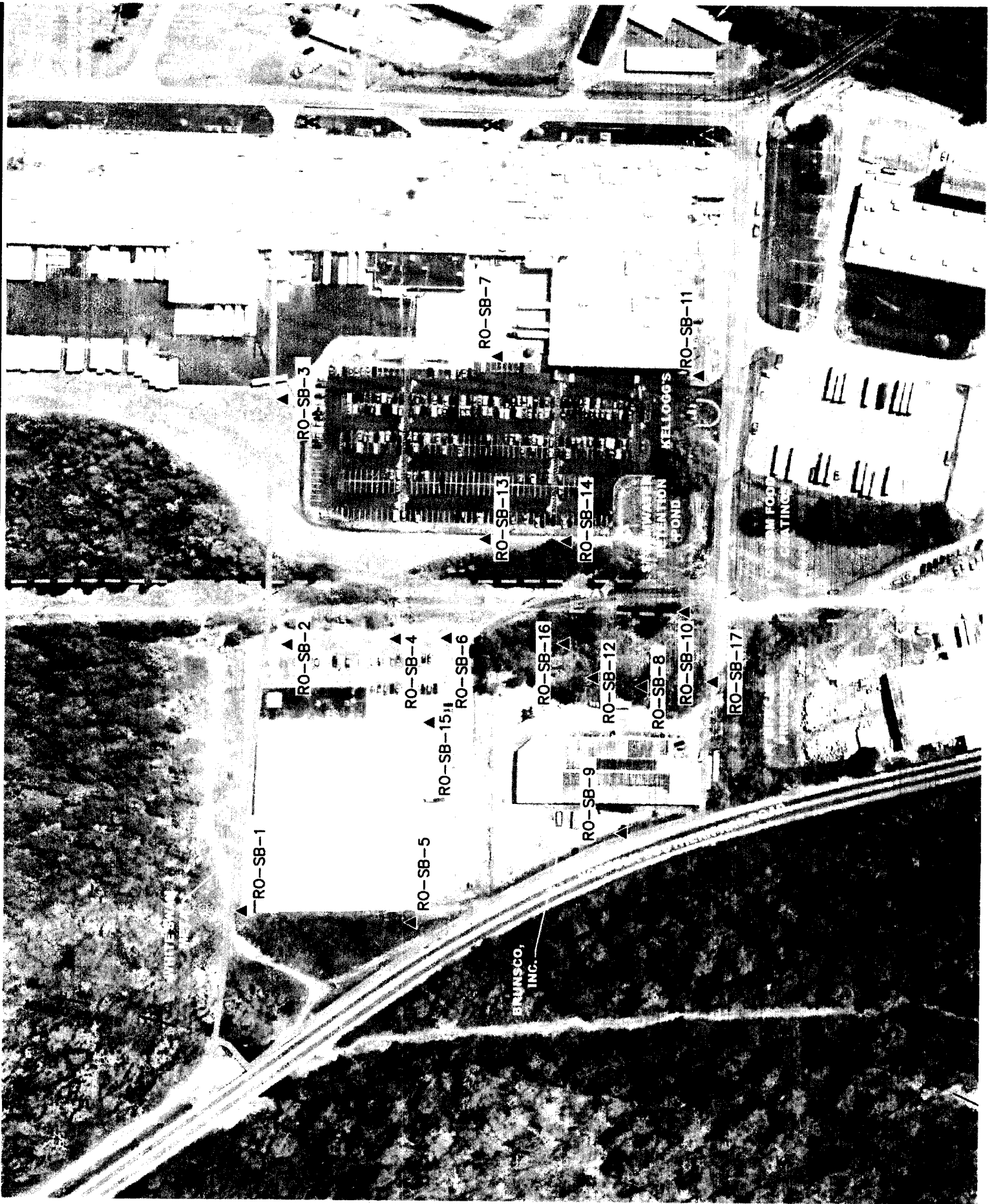
 **ARCADIS BBL**  
Infrastructure Environment Facilities

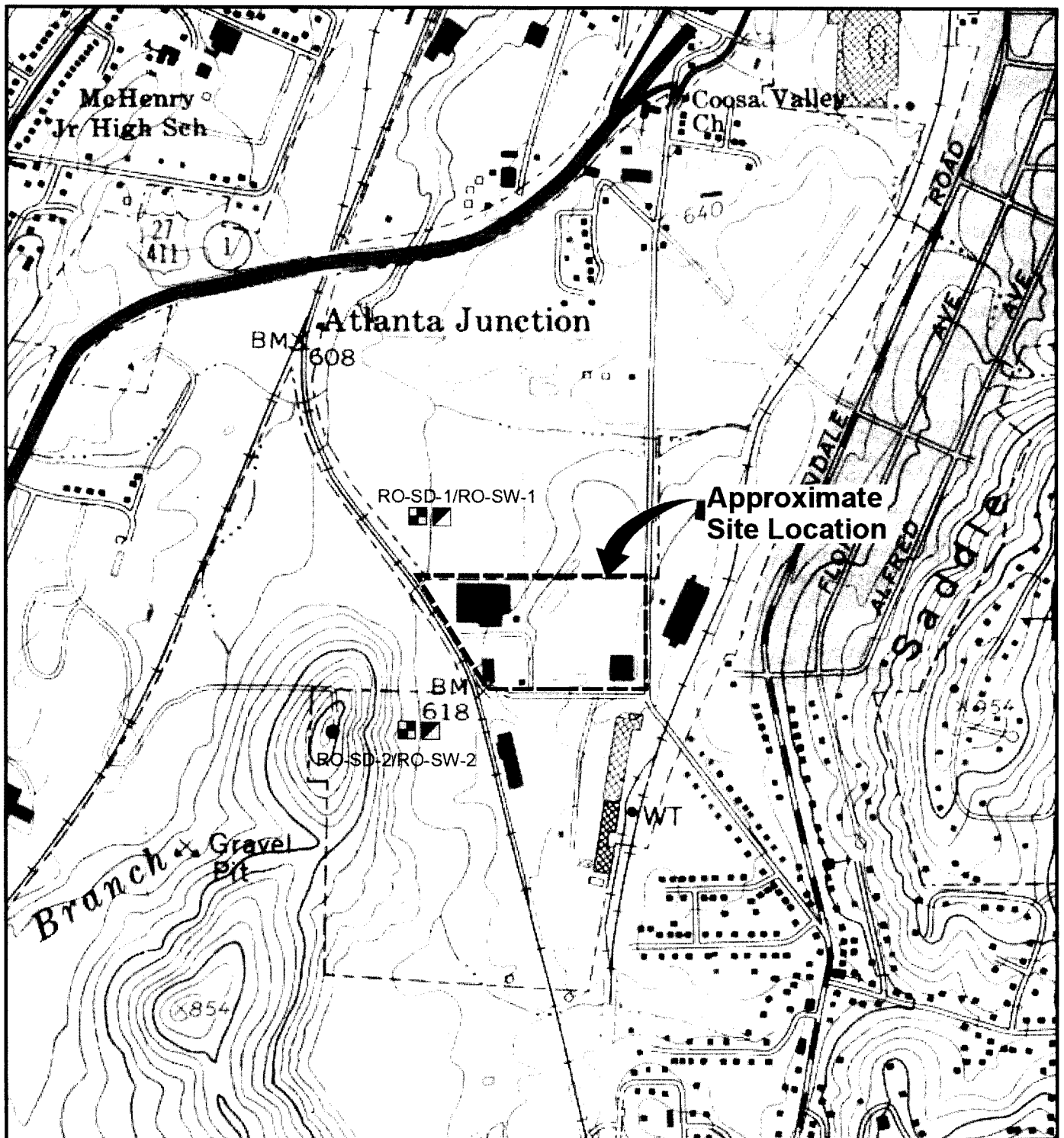
FIGURE  
**1**













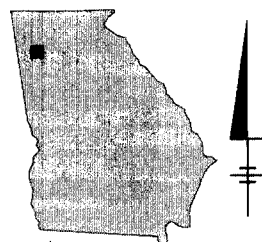
**REFERENCE:** Base Map USGS 7.5 Min. Quad., Rome South, GA, 1968, Photorevised 1985.

**LEGEND:**

-  APPROXIMATE LOCATION OF SURFACE WATER SAMPLE
-  APPROXIMATE LOCATION OF SEDIMENT SAMPLE



Approximate Scale: 1" = 1000'



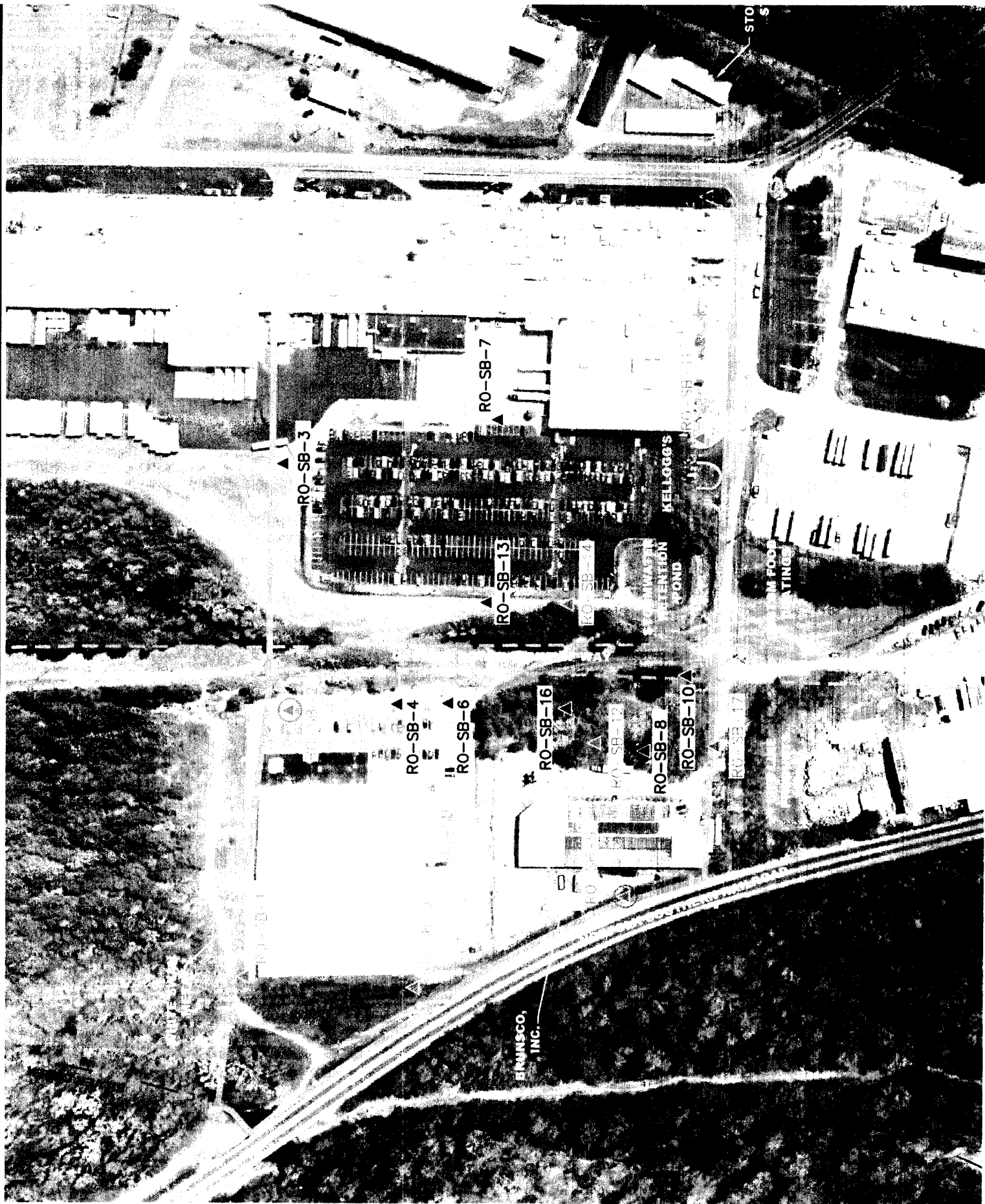
Area Location

EXXONMOBIL  
ROME, GEORGIA  
PA/SI REPORT

**SURFACE WATER AND  
SEDIMENT SAMPLE LOCATIONS**

 **ARCADIS BBL**  
infrastructure · environment · facilities

**FIGURE  
5**



**Appendix A**

**Soil Sample Descriptions**

**Appendix A**  
**Soil Boring Soil Classifications**  
**PA/SI Report**  
**VCC-Rome, Georgia**

<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-1	0-0.5	ml	silty CLAY, brown, soft, slightly damp, no odor, low plasticity
RO-SB-1	0.5-2	ml	silty CLAY, brown /dark brown, trace brick fragments, slightly damp, no odor, medium plasticity
RO-SB-1	2-4	ml	silty CLAY, light brown, no odor
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-2	0-0.5	ml	SAND, brown, loose, trace clay, trace magenta slag, slightly damp, no odor, fine-coarse grained
RO-SB-2	0.5-2	ml	silty CLAY, brown, medium soft, slightly damp, no odor, low to medium plasticity
RO-SB-2	2-4	ml	silty CLAY, brown, medium soft, slightly damp, no odor, low to medium plasticity
RO-SB-2	4-6	ml	silty CLAY, light brown, no odor, low plasticity
RO-SB-2	6-8	ml	silty CLAY, moist, no odor, low to medium plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-3	0-0.5	ml	SAND, dark brown, very loose, slightly damp, fine to medium grained, rootlets, high organic content, no odor
RO-SB-3	0.5-2	ml	clayey SIL T, brown/reddish brown, stiff, dry, trace rootlets, no odor, no to low plasticity
RO-SB-3	2-4	ml	clayey SIL T, brown/reddish brown, stiff, dry, trace rootlets, no odor, no to low plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-4	0-0.5	ml	clayey SAND, loose, trace coarse, grains, slightly damp, rootlets, no odor
RO-SB-4	0.5-1	ml	clayey SIL T, soft, trace rock fragments, moist, no odor, low plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-5	0-0.5	ml	Gravel fill
RO-SB-5	0.5-2	ml	CLAY, brown/gray, silty, low to medium plasticity, soft, dry, trace fine to coarse gravel, no odor
RO-SB-5	2-4	ml	CLAY, brown/gray, silty, low to medium plasticity, soft, dry, trace fine to coarse gravel, no odor
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-6	0-0.5	ml	clayey SIL T, dark brown, loose, no to low plasticity, trace rock fragments, dry, no odor
RO-SB-6	0.5-2	ml	clayey SIL T, light brown, loose, no to low plasticity, dry, no odor
RO-SB-6	2-4	ml	clayey SIL T, light brown, increased clay content, loose, no to low plasticity, dry, no odor

**Appendix A**  
**Soil Boring Soil Classifications**  
**PA/SI Report**  
**VCC-Rome, Georgia**

<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-7	0-0.5	ml	CLAY, dark brown, silty, soft, slightly damp, rootlets, trace gravel, no odor, low plasticity
RO-SB-7	0.5-2	ml	CLAY, brown to dark brown, silty, slightly damp, trace fine gravel, no odor, low to medium plasticity
RO-SB-7	2-4	ml	CLAY, brown to dark brown, silty, slightly damp, trace fine gravel, no odor, medium plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-8	0-0.5	ml	silty CLAY, brown/reddish brown, soft, slightly damp, organics (rootlets), no odor, medium plasticity
RO-SB-8	0.5-2	ml	silty CLAY, brown/reddish brown, soft, slightly damp, organics (rootlets), no odor, low to medium plasticity
RO-SB-8	2-4	ml	silty CLAY, brown/reddish brown, soft, slightly damp, organics (rootlets), no odor, low plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-9	0-0.5	ml	clayey SIL.T, dark brown/black, loose, rootlets, fine gravel, slightly damp, no odor, low plasticity
RO-SB-9	0.5-2	ml	silty CLAY, reddish brown, soft, trace coarse gravel, slightly damp, no odor, low to medium plasticity
RO-SB-9	2-4	ml	silty CLAY, reddish brown, soft, increased gravel, damp, no odor, medium plasticity
RO-SB-9	4-5	ml	silty CLAY, reddish brown, soft, increased gravel, damp, no odor, medium plasticity, magenta slag fragments (fine gravel)
RO-SB-9	5-6	ml	clayey SIL.T, light brown, stiff, no odor, no to low plasticity
RO-SB-9	6-8	ml	clayey SIL.T, light brown, stiff, no odor, low plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-10	0-0.5	ml	clayey SIL.T, brown, dry, no odor, no to low plasticity
RO-SB-10	0.5-2	ml	clayey SIL.T, brown, dry, no odor, no to low plasticity, brittle weathered rock fragments (shale/siltstone)
RO-SB-10	2-4	ml	clayey SIL.T, brown and magenta colored, increased weathered rock fragments stained magenta, dry, no odor, no to low plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-11	0-0.5	ml	CLAY, brown, soft, slightly damp, no odor, low to medium plasticity
RO-SB-11	0.5-2	ml	SAND and CLAY (fill), brown to light brown, loose, slightly damp, no odor
RO-SB-11	2-4	ml	CLAY, brown, soft, moist, trace gravel (fine), micaceous, medium to high plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-12	0-0.5	ml	clayey SIL.T and SAND, brown/dark brown, soft to loose, slightly damp, trace magenta slag fragments, gravel, no odor, low plasticity
RO-SB-12	0.5-2	ml	clayey SIL.T, light brown, medium soft, slightly damp, no odor, low plasticity
RO-SB-12	2-4	sm	clayey SIL.T, light brown, mottled, grey, medium soft, slightly damp, no odor, low plasticity



**Appendix A**  
**Soil Boring Soil Classifications**  
**PA/SI Report**  
**VCC-Rome, Georgia**

Soil Boring	Depth Interval	USCS Classification	Soil Lithology/Characteristics
RO-SB-13	0-0.5	ml	clayey SIL.T, reddish brown, dry, no odor, low plasticity
RO-SB-13	0.5-2	ml	clayey SIL.T, reddish brown, slightly damp, no odor, low plasticity
RO-SB-13	2-4	ml	clayey SIL.T, reddish brown, slightly damp, visible weathered rock (brittle), increased moisture, no odor, low plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-14	0-0.5	ml	clayey SIL.T, brown, loose, dry, trace weathered rock fragments (brittle), no odor, no to low plasticity
RO-SB-14	0.5-2	ml	clayey SIL.T, brown, loose, dry, trace weathered rock fragments (brittle), no odor, low plasticity
RO-SB-14	2-4	ml	clayey SIL.T, brown/light brown, increased clay content, slightly damp, no odor, low plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-15	0-0.5	ml	silty CLAY, soft, damp, no odor, low to medium plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-16	0-0.5	ml	clayey SIL.T, brown, soft, slightly damp, no odor, low plasticity
RO-SB-16	0.5-2	sm	clayey SIL.T, brown, soft, slightly damp, no odor, low plasticity
RO-SB-16	2-4	ml	clayey SIL.T, brown, soft, slightly damp, no odor, low plasticity
<b>Soil Boring</b>	<b>Depth Interval</b>	<b>USCS Classification</b>	<b>Soil Lithology/Characteristics</b>
RO-SB-17	0-0.2	ml	silty SAND, dark brown, very loose, organics (rootlets), trace fine gravel, dry, no odor

**Appendix B**

Manifests for  
Investigation-Derived Waste



<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <b>CBSQG</b>		2. Page 1 of <b>1</b>		3. Emergency Response Phone <b>704-332-5600</b>		4. Manifest Tracking Number <b>000739608 FLE</b>			
		5. Generator's Name and Mailing Address <b>EXXONMOBIL C/O ARCADIS BBL 11000 REGENCY PKWY. WEST TOWER STE. 205 CARY, NC 27518 ATTN: CORRIE CHWALEK</b>								Generator's Site Address (if different than mailing address) <b>14 DOUGLAS ST. ROME, GA 30161</b>	
6. Transporter 1 Company Name <b>HAZ-MAT TRANSPORTATION &amp; DISPOSAL</b>		7. Transporter 2 Company Name		8. Designated Facility Name and Site Address <b>CLEAN HARBORS REIDSVILLE, LLC 208 WATLINGTON INDUSTRIAL DRIVE REIDSVILLE, NC 27320</b>		9. U.S. EPA ID Number <b>NCR000003186</b>		10. U.S. EPA ID Number <b>NCD000648451</b>		11. Facility's Phone <b>336-342-6106</b>	
9a. HM		9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))				10. Containers No. Type		11. Total Quantity		12. Unit Wt./Vol.	
X		1. <b>WASTE CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (NITRIC ACID, LEAD), 8, UN3264, PG II</b>				01 DF		100		P	
		2.									
		3.									
		4.									
14. Special Handling Instructions and Additional Information <b>1) ERG# 154 CH249110 DC1444B</b>											
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.											
Generator's/Officer's Printed/Typed Name <b>JIM SCOTT ON BEHALF OF EXXON MOBIL CORP.</b>											
Signature <i>JIM SCOTT</i>											
Month Day Year <b>4 16 07</b>											
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____											
17. Transporter Acknowledgment of Receipt of Materials											
Transporter 1 Printed/Typed Name <b>DALLAS FRANKLIN</b>											
Signature <i>Dallas Franklin</i>											
Month Day Year <b>04 06 07</b>											
Transporter 2 Printed/Typed Name											
Signature											
Month Day Year											
18. Discrepancy											
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection											
Manifest Reference Number: _____											
18b. Alternate Facility (or Generator) U.S. EPA ID Number											
Facility's Phone: _____											
18c. Signature of Alternate Facility (or Generator)											
Month Day Year											
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)											
1. _____ 2. _____ 3. _____ 4. _____											
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a											
Printed/Typed Name											
Signature											
Month Day Year											



# HAZ-MAT

TRANSPORTATION AND DISPOSAL  
P.O. BOX 37392 • CHARLOTTE, N.C. 28237  
(704) 332-5600  
FAX (704) 375-7183

Manifest No. 29797  
P.O. No. \_\_\_\_\_  
Job No. \_\_\_\_\_

## NON-HAZARDOUS SPECIAL WASTE

Section I. GENERATOR (Generator complete all of Section I)	
<b>GENERATOR LOCATION</b>	
NAME <u>EXXONMOBIL R0508</u>	WORK CONTRACTED BY <u>ARCADIS BBL</u>
ORIGINATING ADDRESS <u>14 DOUGLAS ST</u>	Bill To (If different from information at left)
MAILING ADDRESS _____	NAME _____
CITY <u>ROME</u> STATE <u>GA</u> ZIP <u>30161</u>	ADDRESS <u>11000 REGENCY PKWY W. TOWER 205</u>
PHONE NO. <u>813-991-7413</u>	CITY <u>CARY</u> STATE <u>NC</u> ZIP <u>27518</u>
CONTACT NAME <u>BRUCE FRINK</u>	PHONE NO. <u>919-415-2286</u>
DES. OF WASTE: <u>NON-DOT REGULATED MATERIAL</u>	CONTACT NAME <u>CORRIE CHWALEK</u>
	No. <u>02</u> Type <u>DM</u> Units <u>P</u> Quantity <u>600</u>

Section II. INVOICE INFORMATION		GALLONS	DRUMS
DESCRIPTION	QUANTITY		LINE TOTAL
1. PETROLEUM CONTACT WATER PUMPED FROM TANKS, DRUMS OR AFVR			
2. OFF-SPEC LIGHT OIL, DIESEL OR GAS PUMPED FROM TANKS OR DRUMS			
3. SOLUBLE OILS OR COOLANTS PUMPED FROM STORAGE			
4. SEDIMENT OR SOLIDS VACUUMED FROM CONTAINMENT AREA			
5. 55-GALLON DRUM REMOVED <u>SOLID</u> OR EMPTY <u>SOIL CUTTINGS/PPE</u>	<u>2</u>		
6. 55-GALLON DRUM REMOVED - LIQUID <u>EMPTY 55 GALLON</u>	<u>1</u>		
7.			
8.			
9.			
10. ARRIVAL TIME: _____	DEPARTURE TIME: _____		

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if the waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions, I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR Part 268 and is no longer a hazardous waste as defined by 40 CFR Part 261.

JAMES M. SCOTT ON BEHALF OF EXXON MOBIL CORP  
Generator Authorized Agent Name

WEN JOTT  
Signature

040607  
Shipment Date

Section III. TRANSPORTER		TRANSPORTER II	
<b>HAZ-MAT</b>			
TRANSPORTATION AND DISPOSAL P.O. BOX 37392 • CHARLOTTE, N.C. 28237			
a. Driver Name/Title <u>DALLAS FRANKIE DRIVER</u>	e. Name _____		
b. Phone No. <u>(704) 332-5600</u> c. Truck No. <u>DU-9</u>	f. Address _____		
Hazardous Waste Transporter Permits EPA NCR 000003186 EPA NCD048461370	g. Driver Name/Title _____		
d. <u>Dallas Frankie</u>	h. Phone No. _____ i. Truck No. _____		
<u>040607</u>	j. Transporter II Permit Nos. _____		
Driver Signature	Driver Signature	Shipment Date	

Section IV. FACILITY INFORMATION AND CERTIFICATE OF DISPOSAL			
Site Name: <u>Haz-Mat Transportation &amp; Disposal, Inc.</u>	a. Phone No. <u>704-332-5600</u>		
Physical Address: <u>210 Dalton Avenue</u>	b. Mailing Address: <u>P.O. Box 37392</u>		
<u>Charlotte, N.C. 28206</u>	<u>Charlotte, N.C. 28237</u>		
e. Discrepancy Indication Space _____			
This is to certify that all non-hazardous material removed from above location has been received and will be disposed of in accordance with applicable local, state and federal regulations in the following manner: (1) Petroleum products are blended into a beneficial reusable fuel for use in large industrial burners. (2) Waste waters are to be treated with polymers, pH adjusters, and a flocculant, then flows through a dissolved air flotation system for pretreatment separation, then into the CMUD sanitation sewer system under permit IUP#5012. (3) Sludges from treatment systems are hauled to E.P.A. approved facilities for proper disposal. Manifest and certificate of disposal are on file. (4) Our treatment system operates on a first in, first out basis and product should be processed within seven days.			
SIGNATURE OF FACILITY AGENT <u>Mike Hinder</u>	DATE <u>7</u> MONTH <u>6</u> DAY <u>6</u> YEAR <u>07</u>		



# HAZ-MAT

TRANSPORTATION AND DISPOSAL  
P.O. BOX 37392 • CHARLOTTE, N.C. 28237  
(704) 332-5600  
FAX (704) 375-7183

Manifest No. 29795  
P.O. No. \_\_\_\_\_  
Job No. \_\_\_\_\_

## NON-HAZARDOUS SPECIAL WASTE

Section I. GENERATOR (Generator complete all of Section I)															
<b>GENERATOR LOCATION</b>															
NAME <u>EXXONMOBIL R0505</u>	WORK CONTRACTED BY <u>ARCADIS BBL</u>														
ORIGINATING ADDRESS <u>452 OLD LINDALE ROAD</u>	Bill To (If different from information at left)														
MAILING ADDRESS _____	NAME <u>ARCADIS BBL</u>														
CITY <u>ROME</u> STATE <u>GA</u> ZIP <u>30161</u>	ADDRESS <u>11000 REGENCY PKWY W. TOWER 205</u>														
PHONE NO. <u>813-991-7413</u>	CITY <u>CARY</u> STATE <u>NC</u> ZIP <u>27518</u>														
CONTACT NAME <u>BRUCE FRINK</u>	PHONE NO. <u>919-415-2286</u>														
DES. OF WASTE: <u>NON-DOT REGULATED MATERIAL</u>	CONTACT NAME <u>CORRIE CHWALEK</u>														
	<table border="1"><tr><td>04</td><td>DM</td><td>P</td><td>1</td><td>6</td><td>0</td><td>0</td></tr><tr><td>No.</td><td>Type</td><td>Units</td><td colspan="4">Quantity</td></tr></table>	04	DM	P	1	6	0	0	No.	Type	Units	Quantity			
04	DM	P	1	6	0	0									
No.	Type	Units	Quantity												

Section II. INVOICE INFORMATION		GALLONS	DRUMS
DESCRIPTION	QUANTITY	LINE TOTAL	
1. PETROLEUM CONTACT WATER PUMPED FROM TANKS, DRUMS OR AFVR			
2. OFF-SPEC LIGHT OIL, DIESEL OR GAS PUMPED FROM TANKS OR DRUMS			
3. SOLUBLE OILS OR COOLANTS PUMPED FROM STORAGE			
4. SEDIMENT OR SOLIDS VACUUMED FROM CONTAINMENT AREA			
5. 55-GALLON DRUM REMOVED - SOLID OR EMPTY	<u>SOIL CUTTINGS / PPE</u>	<u>2</u>	
6. 55-GALLON DRUM REMOVED - LIQUID	<u>PURGE WATER / Decan Water</u>	<u>21</u>	
7.			
8.			
9.			
10. ARRIVAL TIME: _____ DEPARTURE TIME: _____			

GENERATOR'S CERTIFICATION: I hereby certify that the above named material is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations; AND, if the waste is a treatment residue of a previously restricted hazardous waste subject to the Land Disposal Restrictions, I certify and warrant that the waste has been treated in accordance with the requirements of 40 CFR Part 268 and is no longer a hazardous waste as defined by 40 CFR Part 261.

JAMES M. SCOTT ON BEHALF OF EXXON MOBIL CORP.  
Generator Authorized Agent Name

JAMES M. SCOTT  
Signature

040607  
Shipment Date

Section III. TRANSPORTER		TRANSPORTER II	
<b>HAZ-MAT</b>			
TRANSPORTATION AND DISPOSAL P.O. BOX 37392 • CHARLOTTE, N.C. 28237			
a. Driver Name/Title <u>DALLAS FRANKLIN DRIVER 2</u>	e. Name _____		
b. Phone No. <u>(704) 332-5600</u>	f. Address _____		
c. Truck No. <u>PA 9</u>	g. Driver Name/Title _____		
Hazardous Waste Transporter Permits EPA NCR 000003186 EPA NCD048461370	h. Phone No. _____ i. Truck No. _____		
d. <u>Dallas Franklin</u>	j. Transporter II Permit Nos. _____		
Driver Signature	Driver Signature _____		
<u>040607</u>	<u>040607</u>		
Shipment Date	Shipment Date		

Section IV. FACILITY INFORMATION AND CERTIFICATE OF DISPOSAL			
Site Name: <u>Haz-Mat Transportation &amp; Disposal, Inc.</u>	a. Phone No. <u>704-332-5600</u>		
Physical Address: <u>210 Dalton Avenue</u>	b. Mailing Address: <u>P.O. Box 37392</u>		
<u>Charlotte, N.C. 28206</u>	<u>Charlotte, N.C. 28237</u>		
e. Discrepancy Indication Space _____			
This is to certify that all non-hazardous material removed from above location has been received and will be disposed of in accordance with applicable local, state and federal regulations in the following manner: (1) Petroleum products are blended into a beneficial reusable fuel for use in large industrial burners. (2) Waste waters are to be treated with polymers, pH adjusters, and a flocculant, then flows through a dissolved air flotation system for pretreatment separation, then into the CMUD sanitation sewer system under permit IUP#5012. (3) Sludges from treatment systems are hauled to E.P.A. approved facilities for proper disposal. Manifest and certificate of disposal are on file. (4) Our treatment system operates on a first in, first out basis and product should be processed within seven days.			
SIGNATURE OF FACILITY AGENT <u>Mike Runkle</u>	DATE <u>4</u>	MONTH <u>6</u>	YEAR <u>07</u>

ARCADIS<sub>BBL</sub>

**Appendix C**

Photo Log – March 2007

**Appendix C**  
**Photo Log – March 2007**  
**PA/SI Report**  
**VCC – Rome, Georgia**

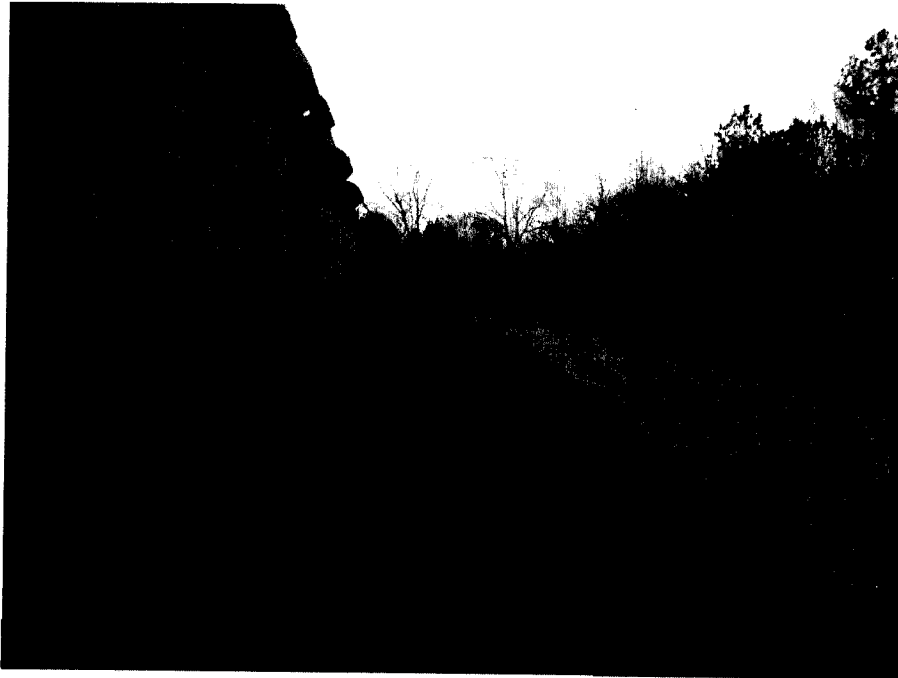


Photo 1 – Northern side of White Swan Meta looking west toward sample location RO-SB-1.

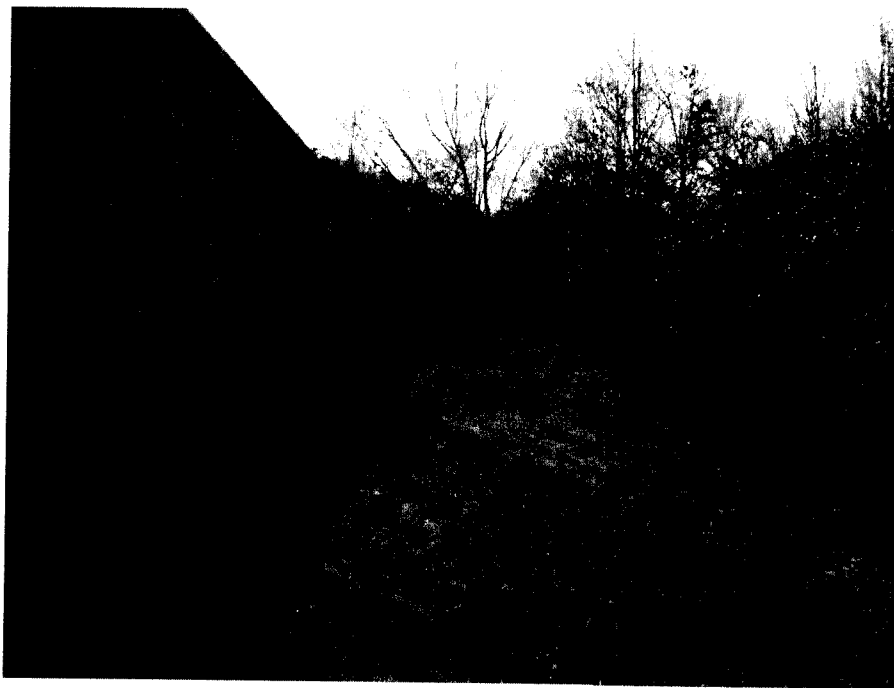


Photo 2 – Northern side of White Swan Meta looking west toward sample location RO-SB-1.

**Appendix C**  
**Photo Log – March 2007**  
**PA/SI Report**  
**VCC – Rome, Georgia**



Photo 3 – Eastern side of White Swan Meta looking south. Sample location RO-SB-2 is in the foreground, looking south at sample locations RO-SB-4 and RO-SB-6.



Photo 4 – Southeastern side of White Swan Meta looking north.  
Sample location RO-SB-15 was collected from the soil exposed during the roof drain line construction.

**Appendix C**  
**Photo Log – March 2007**  
**PA/SI Report**  
**VCC – Rome, Georgia**

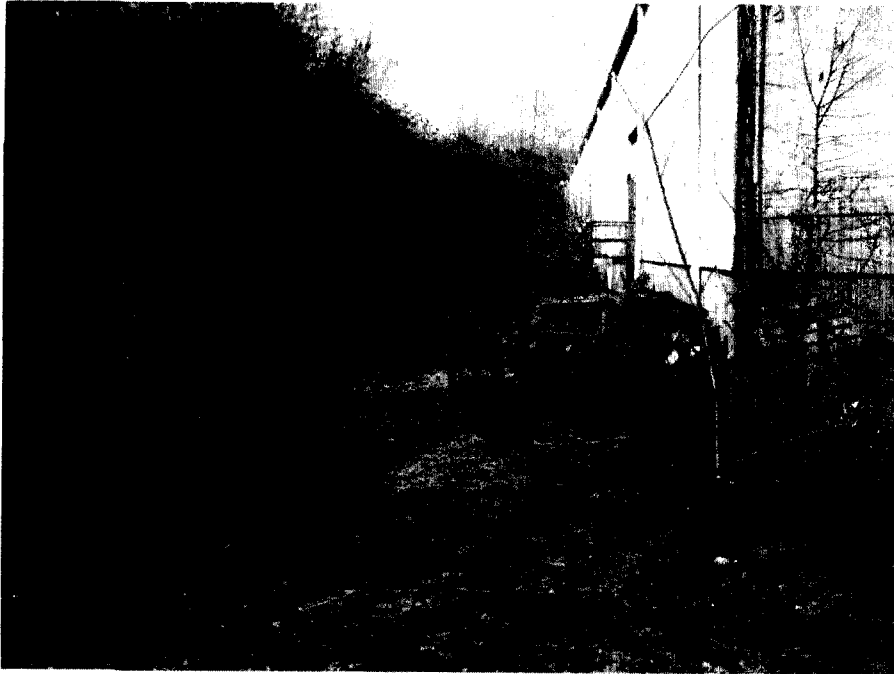


Photo 5 – Western side of White Swan Meta looking north toward sample location RO-SB-5.



Photo 6 – Western side of White Swan Meta looking south.

Appendix C  
Photo Log – March 2007  
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VCC – Rome, Georgia



Photo 7 – Western side of Brunsco looking north.

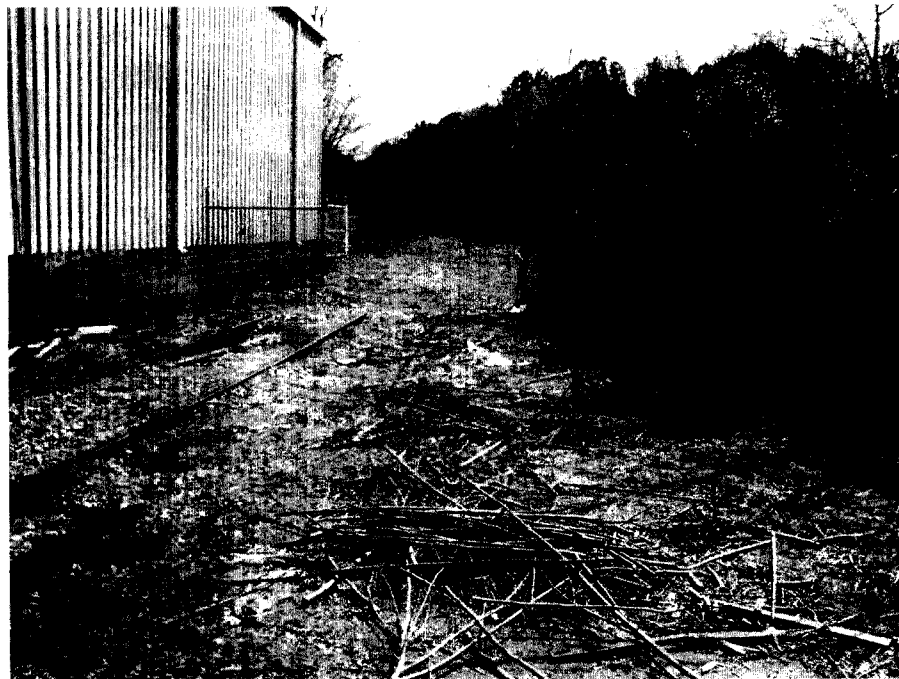


Photo 8 – Western side of Brunsco looking south at sample location RO-SB-9.



**Appendix C**  
**Photo Log – March 2007**  
**PA/SI Report**  
**VCC – Rome, Georgia**



Photo 9 – Hill east of Brunco building looking north at concrete debris near sample locations RO-SB-8 and RO-SB-12.



Photo 10 – Hill east of Brunco building looking south at concrete debris near sample locations RO-SB-8 and RO-SB-12.

**Appendix C**  
**Photo Log – March 2007**  
**PA/SI Report**  
**VCC – Rome, Georgia**



Photo 11 – Hill east of Brunco building looking at a brick wall near sample location RO-SB-12.



Photo 12 – Hill east of Brunco building looking at a brick with "ACIDO" printed on it.

**Appendix C**  
**Photo Log – March 2007**  
**PA/SI Report**  
**VCC – Rome, Georgia**



Photo 13 – Hill east of Brunco building looking at old drums near sample location RO-SB-16.



Photo 14 – Hill east of Brunco building looking at an old drum near sample location RO-SB-16.

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Photo 15 – North side of Kellogg's parking lot looking north toward sample location RO-SB-3.



Photo 16 – North side of Kellogg's parking lot looking northeast toward sample location RO-SB-3.

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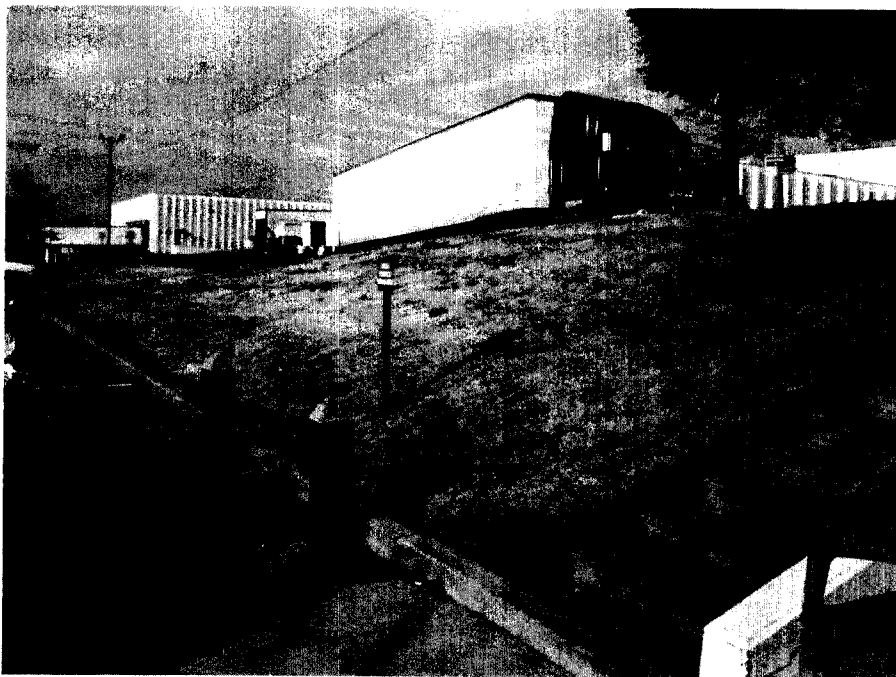


Photo 17 – East side of Kellogg's parking lot looking north toward sample location RO-SB-7.

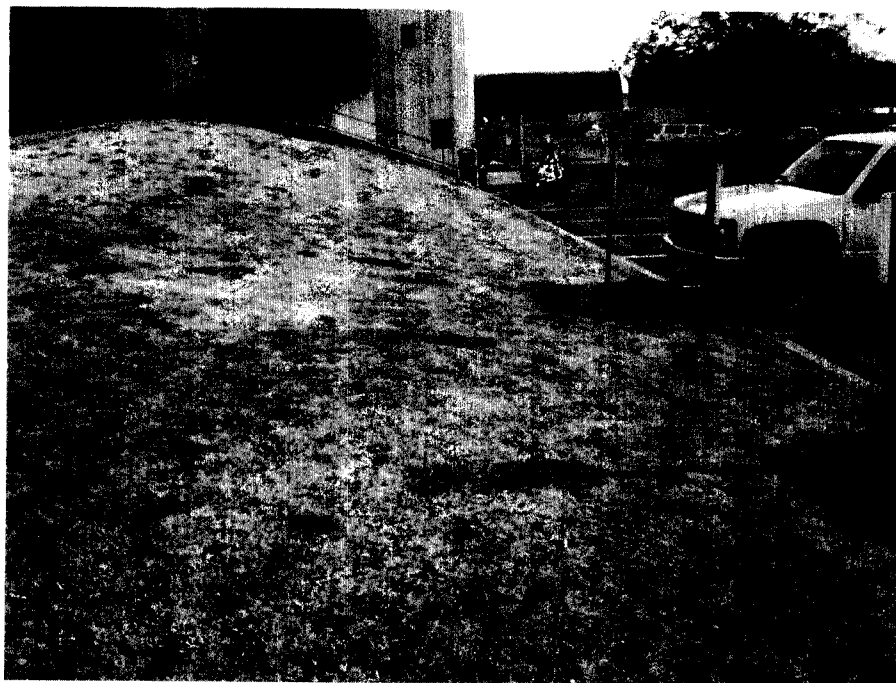


Photo 18 – East side of Kellogg's parking lot looking south toward sample location RO-SB-7.

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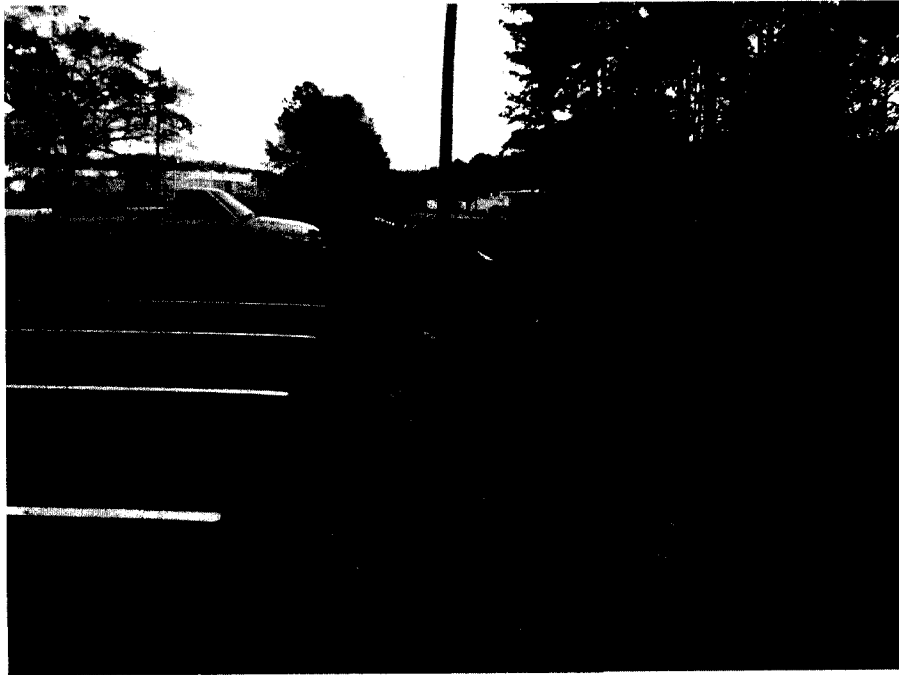


Photo 19 – West side of Kellogg's parking lot looking south toward sample location RO-SB-13.



Photo 20 – West side of Kellogg's parking lot looking south toward sample location RO-SB-14.

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Photo 21 – Southwest side of Kellogg's parking lot looking south toward the stormwater retention pond.

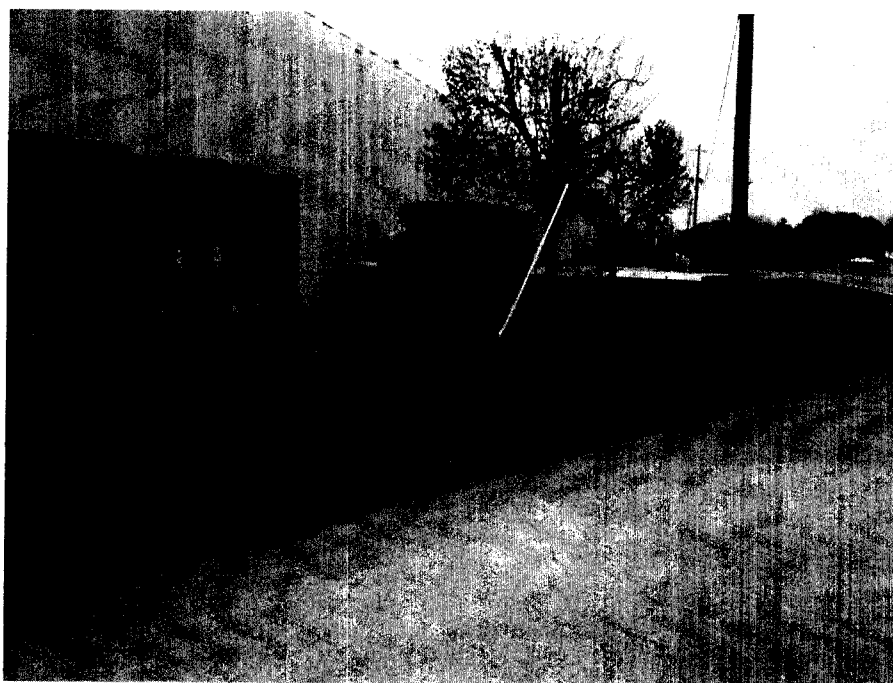


Photo 22 – East side of Kellogg's bakery along Old Lindale Road looking north.

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Photo 23 – East side of Kellogg's bakery along Old Lindale Road looking north.



Photo 24 – East side of Kellogg's bakery along Old Lindale Road looking south.



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Photo 25 – Silver Creek northwest of White Swan Meta.

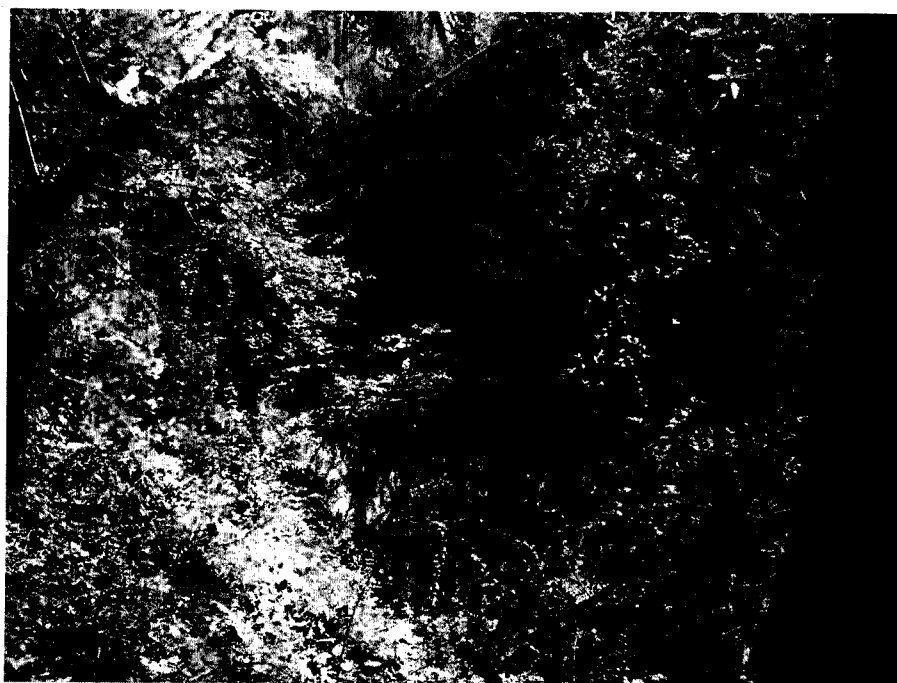


Photo 26 – Silver Creek north of White Swan Meta.